

DRAFT

SERVICE AGREEMENT/ Memorandum of Understanding (MOU)

BETWEEN

The CORPORATION OF THE MUNICIPALITY of WEST ELGIN

(the "Municipality")

AND

The LOWER THAMES VALLEY

CONSERVATION AUTHORITY

(the "Conservation Authority" or "CA")

Date: June_____, 2022

Endorsed by all Parties and in effect as of _____, 2022

1. THE PURPOSE of this agreement is to:

The Conservation Authority and the Municipality have a longstanding relationship of plan review activities. This MOU will be an important tool to help define roles and responsibilities within the context of a new protocol for land use planning service delivery.

The land use planning framework and the regulatory body under which Conservation Authorities operate in the Province has evolved into a significantly more complex system. The policy and regulatory systems have become more complex, with changing legislation, evolving Provincial Plans, with more specific and rigid tests for planning complete communities.

With a significantly evolved planning framework, it is important that an arrangement is in place to assist parties in managing growth and change while protecting the environment and public safety. It is crucial that the relationships between the parties and the roles and responsibilities in implementing the planning and regulatory framework are seamless, integrated and well understood.

This agreement only pertains to land use planning, infrastructure and development related issues. In this regard, the objectives of this MOU include ensuring that:

- each step of the planning review process is complementary, adds value to the decision making process, does not result in service duplication;
- the rigour of review is consistent with the scale and impacts of the project;
- the public and the natural environment is protected and natural heritage features are restored using a systems-based approach; and
- sharing information assists and expedites decision-making.

The purpose of this Memorandum includes:

- Identify the roles and responsibilities of the Parties and record their mutual understanding in planning policy and development matters (*e.g. CA will provide effective and timely plan review and technical clearance support/expertise to assist the Municipality in making decisions on planning documents and site-specific planning applications*);
- Set out the expectations for plan review and technical clearance on matters relating to natural heritage and water resources;
- Streamline the development application review process, municipal plan review system/process where opportunities exist;
- Improve alignment between planning services and conservation authority permitting processes;
- Establish a data and information sharing protocol;
- The MOU describes services in addition to those activities and services which are undertaken by the CA as part of their own legislative mandate or by agreement with others.

This MOU is intended to work in tandem with the legislative and policy framework for planning in the Province of Ontario. It is not intended to conflict with responsibilities that have been assigned to any of the Parties, either by statute, regulation, policy or other instrument. For example, the MOU is not intended to conflict with:

1. Responsibilities assigned to the Municipality in the following:
 - 1.1 The Planning Act; and
 - 1.2 Any MOU between the County of Elgin and the Province of Ontario relating to municipal plan review.
2. Responsibilities assigned to the Conservation Authority as of the signing of this MOU and subject to change, in the following:
 - 2.1 The Conservation Authority Act and associated Regulations.
 - 2.2 The MOU between the Conservation Authority (Conservation Ontario) and the Province of Ontario relating to municipal plan review, input and appeals relating to Natural Hazards (2001).
 - 2.3 Responsibilities assigned to the Conservation Authority by the Municipality through the Planning Act and applicable Delegation By-law i.e., Natural Heritage (Section 2.1) review and input.
3. This MOU is not intended to conflict with or preclude any MOU between any municipality, county or other agencies.
5. The Parties commit to undertaking the following work as detailed in the body of this MOU and summarized in Schedule 1.

2. DEFINITIONS

“Board”

Means the Board of Directors of the respective CA(s).

“Interests”

Means the interests of the Party as defined by its approved plans, policies, and programs.

“Natural Environment”

Means the natural heritage system and the water resource system including natural hazards and stormwater management.

“Natural Heritage System”

Means the same as the Provincial Policy Statement definition.

“Parties”

Means the upper- and lower-tier municipalities’ planning policy and implementation departments and the Conservation Authority planning and development department.

“Plan Review”

The review of applications/studies as set out in the *Planning Act* or other relevant legislation; identifying the need for and assessing the adequacy of technical surveys, studies and reports relating to the watershed natural hazards, natural heritage and water policies for natural environment features or functions; and specifying and clearing conditions of approval. It also includes the review of municipal planning documents, such as Official Plans and amendments and may include studies associated with infrastructure development, such as Environmental Assessment Reports.

“Technical Clearance”

Assessing technical reports submitted by the proponent to determine if the reports satisfy the conditions through a comprehensive study (e.g. master environmental servicing plans, secondary plans, etc.) or plan review process and in order to clear the conditions of a plan of subdivision, severance application or other planning instrument.

“Technical Review”

Assessing technical reports submitted by the proponents' consultants in terms of applicable and most recent technical guidelines and standards and the approved terms of reference; specifying modifications or additional technical studies required and conditions of acceptance; validating the technical methods used to determine potential environmental impacts; identifying the nature and extent of mitigation measures required; recommending modifications to, or acceptance of, the technical report.

3. GUIDING PRINCIPLES

This Memorandum of Understanding is based on the following principles. The parties agree to work collaboratively to:

- a. Deliver timely, accurate, effective and customer-focussed planning services;
- b. Eliminate unnecessary duplication to maximize the utilization of existing resources and technical expertise and, where possible, coordinate efforts;
- c. Ensure the planning and regulatory systems are seamless, integrated, complementary and well understood;
- d. Share mapping resources / layers when needed;
- e. Continuously improve working relationships and enhance service performance of all Parties;
- f. Monitor the performance of this MOU and service delivery; and
- g. A data sharing agreement can be undertaken when the need arises. Staff will ensure that data sharing agreements are kept up to date.

4. MOU Framework

- 4.1 For the purposes of this MOU, planning services have been defined and organized into two categories: 1) Policy Planning; and 2) Development Planning. By organizing the MOU in this manner, it is not intended to limit or define the service delivery method or the service delivery entity within each of the Parties. The MOU is organized in this manner for ease of reading and reference.
- 4.2 The Parties recognize that there may be initiatives, specific studies and technical studies in support of development applications that exhibit components of both policy planning and development planning.
- 4.3 For the purposes of this MOU, Policy Planning includes:
- a. Provincial Plans, Policies and Initiatives
 - b. County Official Plan and Amendments
 - c. Local Official Plans and Amendments
 - d. Area Specific Plans (Secondary, Outline Plans and related Studies)
 - e. Community Improvement Plans and Incentives
 - f. Special Studies (e.g. watershed/subwatershed studies)
 - g. Guidelines

Section 5 of this MOU provides specific provisions.

- 4.4 For the purposes of this MOU, Development Planning includes:
- a. Comprehensive Zoning By-laws
 - b. Zoning By-law Amendments
 - c. Plans of Subdivision and Condominium
 - d. Consents
 - e. Minor Variances
 - f. Part Lot Control
 - g. Site Plans

Section 5 of this MOU provides specific provisions.

5. LAND USE PLANNING ROLES AND RESPONSIBILITIES

The CA will endeavor to provide timely comments / advice to the Municipality (refer to Schedule 2) on planning matters, and the Municipality will ensure consistency with Provincial Policies and the Official Plan Policies with respect to any planning application. The Municipality and the Conservation Authority agree that the CA will provide comments / advice as to whether planning applications are consistent with the PPS (S. 2.1, 2.2 and S. 3.1) for the following:

1. Zoning Bylaw comprehensive reviews and amendments
2. Secondary Plans/Outline Plans
3. Minor Variance
4. Site Plan Control
5. Watershed/subwatershed studies
6. Guidelines (e.g. Stormwater, etc.)
7. Site alteration by-laws

The Conservation Authority will also provide comments assessing the adequacy of technical environmental studies in meeting PPS (S. 2.1, 2.2 and S. 3.1) policy requirements and objectives. The CA will review documents that assess impacts on the natural environment related to:

- significant wetlands, coastal wetlands, local and unevaluated wetlands;
- significant woodlands;
- significant valley lands, valley lands and stream corridors;
- natural hazards (flooding and erosion);
- hazardous sites (unstable soils or bedrock unstable slopes);
- Source Water Protection areas (e.g. SGRA, HVA's, WHPA & IPZ's);
- ground water recharge areas;
- surface water quantity and quality;
- Hydrology and Hydraulic documents and modelling (e.g. LID, SWM Ponds, etc.);
- Impact and mitigation measures related to natural hazards.

The Conservation Authority will also provide comments:

- advising the Municipality of the adequacy of technical environmental studies in relation to the Municipality's Official Plan policy requirements and objectives;
- on the need for technical reports, the adequacy with reference to relevant guidelines/standards, or related conditions of approval, including but not limited to such studies or plans as:
 - Stormwater management
 - Lot grading and drainage
 - Geotechnical
 - Hydrogeological
 - Erosion and Sediment Control
 - Coastal Engineering Studies

- Environmental Impact Studies and related natural heritage impact and mitigation measures
 - Fluvial Geomorphology
 - Wetland water balance
- report defining features and assess the long-term ecological function and biodiversity of natural heritage systems, identifying opportunities where applicable for restoration or improvements.
- review documents that assess impacts on the natural environment related to:
 - significant wildlife habitat;
 - habitats of threatened and endangered species;
 - Species At Risk;
 - watercourses, fish and aquatic habitat;
 - areas of natural and scientific interest;
 - significant woodlands;
 - significant wetlands, local wetlands and coastal wetlands;
 - significant valleylands;
- to identify, where appropriate, the Fisheries and Oceans Canada self-assessment process pursuant to the federal Fisheries Act and other similar pieces of legislation affecting the interests of the Conservation Authority;
- to assist in the technical aspects of applying alternative development standards as a best management practice for stormwater management purposes (e.g. Low Impact Development (LID projects)) and enhancement of natural heritage features and functions.

5.1 The Parties agree that a high degree of policy alignment is important in advancing an integrated and seamless planning system.

5.2 Local Official Plans and Amendments

5.2.1 The Local Municipality leads and adopts policy based Local Official Plans and Amendments.

5.2.2 Prior to initiating policy based Official Plans or Official Plan amendments, the Local Municipality will share information on the initiative and seek input from the Conservation Authority.

5.2.3 The Conservation Authority will review and provide comments on policy-based Local Official Plan Amendments as it relates to their interests and mandates.

5.3 Area Specific Plans (Secondary Plans and Related Studies)

5.3.1 The Local Municipality will lead and adopt Area Specific Plans for growth areas.

5.3.2 In developing Area Specific Plans, the Local Municipality will engage the Conservation Authority as it relates to their interests and mandates.

5.3.3 The Local Municipality is responsible for undertaking studies in support of Area Specific Plans.

- 5.3.4 The Local Municipality will work collaboratively with the Conservation Authority to identify and scope the necessary studies required for the Area Specific Plans.
 - 5.3.5 The Parties agree to work together to develop a Terms of Reference for each study required.
 - 5.3.6 That the Terms of Reference will ensure that any Party involved in the review of any study, and where applicable, will provide technical clearance in writing to the Local Municipality in the timelines defined by the Municipality.
 - 5.3.7 The Parties agree that Terms of Reference for studies related to Area Specific Plans (e.g. subwatershed studies) must address key policy tests while being sensitive to context. Area Specific Plans for redevelopment areas may require the Parties to scope, modify or waive study requirements to recognize the existing policy framework and built context for these areas.
 - 5.3.8 The Parties have a mutual interest in advancing work on Area Specific Plans. In recognition of this mutual interest, the Parties agree to work within the timelines and scope set out in the Terms of Reference under the proviso that all applicable materials have been received within the agreed to Area Specific Plans / Study initiation timelines.
- 5.4 Special Studies
- 5.4.1 From time to time the Parties will engage in special studies (e.g. watershed / subwatershed, geotechnical, flood line studies, Municipal Stormwater/Servicing Master Plans, etc.) related to land use and regulatory matters that affect the Municipality and the Conservation Authority.
 - 5.4.2 The Parties will develop a work plan to collaboratively engage in these studies when it has been determined to be of mutual interest.
- 5.5 Attending Meetings
- 5.5.1 The CA will attend any meetings (council and/or planning meetings) and public consultation meetings when requested by the Municipality.

6. ROLES & RESPONSIBILITIES in the PLANNING SYSTEM relating to IMPLEMENTATION PLANNING

6.1 All Parties agree that in reviewing and assessing development applications, comments must be scoped based on:

- 6.1.1 Legislative or Regulatory authority;
- 6.1.2 Council or Board approved policies and by-laws;
- 6.1.3 A consideration of the built context; and
- 6.1.4 Interests that have been identified through pre-consultation, terms of reference, comprehensive complete application requirements, and/or requisite studies.

6.2 The Parties agree that it is important to advance an expeditious review of development applications based on Planning Act timelines. In all cases, the Parties will endeavour to provide comments to the approval authority that:

- 6.2.1 Will enable the approval authority of the particular planning application to make a decision; and
- 6.2.2 Are in accordance with the timeframes set out in Schedule 2.

6.3 The CA will respond to general inquiries from the Municipality and applicants, will participate in informal or formal pre-consultation meetings with applicants and the Municipality (or provide written comments), and provide expert witness support to the Municipality as necessary where the subject lands involve natural hazards, natural heritage or CA regulated lands.

6.4 To ensure that the approval authority is in a position to make a decision on the application within the Planning Act timeframes, the Parties agree to share best practices and to examine ways to harmonize policies and approaches related to pre-consultation and complete application requirements.

6.5 The Parties agree to monitor and report on service delivery measures based on common goals and metrics, with an annual or semi-annual report as required by the Municipality.

7. PLANNING for the NATURAL ENVIRONMENT

- 7.1 The Parties agree that a greater degree of coordination and timeliness between the Municipality and the Conservation Authority is necessary for advancing an integrated and seamless planning system as it relates to the natural environment.
- 7.2 The Parties agree that there is significant opportunity to improve and to clarify roles and responsibilities in planning for the natural environment.
- 7.3 The Parties agree to work collaboratively to advance an integrated and seamless planning model, based on the following principles:
 - a. a high degree of policy alignment is important in advancing an integrated and seamless planning system;
 - b. the rigour of environmental review must match the scale and nature of impacts;
 - c. planning for the environment should not revisit the principle of land use at the site-specific stage when defined at the policy stage(s);
 - d. more effort needs to be put 'up front' in defining the components of the natural heritage system (refer to the Elgin Natural Heritage Systems Study);
 - e. good information and data lead to good policy;
 - f. eliminate unnecessary duplication;
 - g. optimize the use of staff expertise; and
 - h. seek opportunities for inter-municipal/agency educational workshops.

8. DATA and INFORMATION SHARING

- 8.1 The Parties will work together to define a screening map and guidelines to assist the Municipality in determining when an application will be circulated for review.
- 8.2 The Parties agree that data sharing, data modelling and GIS are important to service efficiencies and will establish and/or participate on a working group to advance an open data approach among the Parties, provided that the data sources are not restricted under third party licensing.

9. DISPUTE RESOLUTION

- 9.1 The LTVCA will have regard for previous comments provided by LTVCA staff. Any change in comments based on updated legislation or new information or other matters will be discussed with the Municipality in advance of any formal correspondence being sent out to the Municipality.
- 9.2 Where a dispute arises between two or more Parties' staff pertaining to service matters undertaken in sections 5, 6 or 7 above, the Parties agree that the staff will implement dispute resolution practices utilizing the following principles:
- a. Agree to a fair process for mediating issues;
 - b. Utilize the services of a neutral facilitator, if required;
 - c. Discuss the impasse item and avoid blame;
 - d. Accept responsibility;
 - e. Identify common agreement / ground;
 - f. Identify all options to resolve;
 - g. Select best option.
- 9.3 The Municipality or the Conservation Authority may recommend that a third party consultant be engaged to undertake any particular review where special expertise is required, or the authority has a conflict of interest or where it is otherwise mutually agreed that it would be in the best interest of the planning process.

10. DURATION AND FORMAL REVIEW

- 10.1 This MOU shall come into effect on the date of the last party to sign this MOU and shall remain in effect until such time as it may be replaced by an updated MOU resulting from a mandatory review that will regularly take place no more than five (5) years from the effective date of this MOU.
- 10.2 This MOU may be reviewed at any time before the mandatory review if agreed to by the Parties, particularly when Provincial legislation, CA Act Regulations or plans have been amended.
- 10.3 The mandatory review shall be overseen by the Parties' CAOs with any final recommended changes being subject to full agreement by all Parties.

11. GENERAL

- a) The CA will respond to general inquiries from the Municipality and applicants, participate in informal or formal pre-consultation meetings with applicants and the Municipality (or provide written comments), and provide expert witness support to the Municipality as necessary where the subject lands involve natural hazards or CA regulated lands.
- b) Nothing in the agreement precludes the Conservation Authority from commenting to the Municipality, and implementing their regulatory responsibilities, as they would normally exercise their rights under the *Planning Act*, the *Conservation Authority Act* (as amended), *Environmental Assessment Act*, recommendations from the Provincial Flood Advisors Report, delegated responsibilities or other applicable legislation.
- c) Nothing in this agreement precludes the Municipality from exercising responsibility under the *Municipal Act*, the *Planning Act*, the County Official Plan, the Municipal Official Plan or any other statutory requirement.
- d) Nothing in this agreement precludes the parties from respectfully disagreeing with comments provided by the other party.
- e) Where the Conservation Authority is in conflict between legislated responsibilities and the responsibilities of this agreement, the Municipality may seek third party opinions. This agreement would not prohibit the Municipality seeking third party opinions at any time or for any other matters.
- f) The Conservation Authority and the Municipality will endeavor to have open communication on activities or programs which may impact each other's mandates or responsibilities – e.g. the Municipality proposing to amend general by-laws; the CA undertaking work for the province to identify natural features.

12. TERMS OF THE AGREEMENT

- a) The Municipality and the Conservation Authority agree that:
 - 1. The term of this Agreement shall be for a period of five (5) years from the date of execution by the Municipality and the Agreement shall be automatically extended for an additional five (5) year term, on the same terms and conditions as contained herein at the discretion of the Municipality and the Conservation Authority, until terminated by any of the parties.
 - 2. The Municipality and the Conservation Authority will review this Agreement, to consider changes in programs of the parties or changes in Provincial policies, at least six months prior to the expiry of each five (5) year term. The Conservation Authority's CAO or Planning Department will monitor the agreement and its expiry;
- b) Any party may terminate this Agreement at any time upon delivering six (6) months written notice of termination, by registered mail, to all of the parties, which notice shall be deemed to be received on the third business day from the date of mailing.
- c) Any notice to be given pursuant to this Agreement shall be delivered to the parties at the following address:

Municipality of West Elgin

22413 Hoskins Line

Rodney, ON N0L 2C0

Attention: Mayor

Lower Thames Valley Conservation Authority

100 Thames Street

Chatham, ON N7L 2Y8

Attention: CAO / Secretary-Treasurer

13. IMPLEMENTATION

The Municipality and the Conservation Authority agree:

- That the Municipality would be responsible for submitting meeting minutes/records of outcomes of pre-consultation meetings.
- The Municipality will establish a mechanism to determine complete application requirements as outlined in the County and Municipal Official Plans and to determine the technical checklist required for these studies. Refer to the technical checklist included in Schedule 1.
- That fees for planning services will be collected by the Municipality and will be remitted to the CA on a quarterly basis as outlined in Section 15.

14. SERVICE DELIVERY STANDARDS

- a) The Municipality shall set timeframes for responding to planning document amendments and development applications in keeping with the requirements of legislated timelines and included in Schedule 2.
- b) Where an application is complex (requiring more than 3.5 hours of staff review/administration time), a pre-consultation meeting between the Municipality, respective Conservation Authority and the applicant and their agents may take place.

15. CONSERVATION AUTHORITY FEES

All parties of this MOU concur that the screening of applications is desirable. This process will ensure that only the appropriate applications are circulated to the Conservation Authority. Although this MOU does not contain specific provisions for screening, both the Municipality and the CA are committed to this end to ensure the best possible service.

Collection of Fees

The Conservation Authorities Act provides the legislative basis to allow conservation authorities in Ontario to charge fees for services approved by the Minister (*Policies and Procedures for the Charging of Conservation Authority Fees*). Section 21 (m.1) of the Act, allows for the collection of fees for planning and development related activities, such as permitting, plan review and public and legal inquiries.

The LTVCA's fees are based on the following: partial user pay principle; adequate consultation and notification; and opportunity or right to an appeal.

For the review and provisions of comments for all planning applications, a fee will be assessed by the CA as outlined in Schedule 3. This fee schedule may be changed from time to time (with approval of the LTVCA Board of Directors) without the need to amend the agreement.

The Municipality will collect the fee on behalf of the conservation authority at the time an application is submitted. Fees collected from planning submissions will be tracked by both the Municipality and the CA, with the Municipality to remit the collected fees quarterly.

Appeal

An applicant, proponent, or developer has the right to appeal should there be any dissatisfaction with the prescribed fees. Any appeal shall be heard by the LTVCA's CAO/Secretary-Treasurer, with subsequent appeal to the Board of Directors.

Monitoring

The fees will be assessed on an annual basis by the LTVCA Board of Directors to evaluate their effectiveness and fairness. This document may be amended by mutual agreement from time to time, to reflect changes in programs, funding and personnel for both agencies, or changes to the CA Act or provincial policy.

16. List of Schedules to the MOU

Schedule 1: Summary of MOU Parties' Commitments/Undertakings 2022 to 2027

Schedule 2: Development Application review timelines

Schedule 3: LTVCA Planning Fee Schedule

THE MUNICIPALITY

Of WEST ELGIN

CAO / Clerk-Treasurer

Magda Badura

Chief Administrative Officer

Date: _____

THE LOWER THAMES VALLEY

CONSERVATION AUTHORITY

CAO / Secretary-Treasurer

Mark Peacock, P. Eng.

CAO / Secretary-Treasurer

Date: _____

SCHEDULE 1

SUMMARY OF MOU PARTIES' COMMITMENTS/UNDERTAKINGS 2022 to 2027 (60 months)

The following provides brief descriptions of the content work and outcomes expected for each undertaking. Upon initiation of each undertaking, further details will be developed and agreed upon by all Parties, taking into account the scope of the proposal related to its size and complexity. Listed requirements will occur at different phases of development (i.e. for plan of subdivision, stormwater management facility design may not be a requirement of a draft plan application, rather as part of the development process).

CA-Municipal Technical Checklist Recommendations for Planning Applications

Official Plan Amendments

- Covering letter, which outlines the proposal, provides contact names and describes all preliminary consultation and submission contents
- Application Fee (refer to CA Fee Schedule)
- Appropriate Plans/Drawings
- Natural Systems Map (natural hazards and natural heritage features with requisite buffers, overlaid with existing site conditions, property boundaries, and proposed development and site alteration)
- Topographic Information.

Potential technical requirements

- A list of support information and materials for Planning Act applications is typically provided in Official Plans; this list should be referred to for consideration
- Conceptual Channel Crossings Assessment
- Subwatershed Study
- Scoped or Full Comprehensive Environmental Impact and Enhancement Study
- Functional Servicing Plan/Stormwater Management Study
- Floodline Delineation Study/Hydraulics
- Functional Servicing Plan/Stormwater Management Study
- Geotechnical/Slope Stability Study
- Preliminary Grading Plans
- Fluvial Geomorphology Study
- Hydrogeological Assessment
- Conceptual Channel Crossings Assessment
- Low Impact Development Opportunity Assessment, as required by municipal policy
- Scoped or Full Environmental Impact and Enhancement Study
- Water Balance Analysis
- Watercourse Erosion Analysis
- Other reports/studies identified through the checklists or staff consultation.

A-2: Zoning By-law Amendments

- Covering Letter, which outlines the proposal, provides contact names and describes all preliminary consultation and submission contents
- Application Fee (Refer to Fee Schedule 3)
- Appropriate Plans/Drawings
- Natural Systems Map (natural hazards and natural heritage features with requisite buffers, overlaid with existing site conditions, property boundaries, and proposed development and site alteration)
- Topographic Information.

Potential technical requirements

- Channel Crossings Assessment
- Floodline Delineation Study/Hydraulics
- Functional Servicing Plan
- Geotechnical/Slope Stability Study
- Grading Plans
- Hydrogeological Assessment
- Low Impact Development Opportunity Assessment, as required by municipal policy
- Scoped or Full Environmental Impact and Enhancement Study
- Stormwater Management Study
- Structural Elevations and Construction Details
- Water Balance Analysis
- Watercourse Erosion Analysis
- Other reports/studies identified through the checklists or staff consultation.

A-3: Plans of Subdivisions

- Covering Letter, which outlines the proposal, provides contact names and describes all preliminary consultation and submission contents
- Application Fee (See Fee Schedule)
- Appropriate Plans/Drawings
- Natural Systems Map (natural hazards and natural heritage features with requisite buffers, overlaid with existing site conditions, property boundaries, and proposed development and site alteration)
- Topographic Information.

Potential technical requirements

- Channel Crossings Assessment
- Erosion and Sediment Control Plans
- Floodline Delineation Study/Hydraulics
- Functional Servicing Plan
- Geotechnical/Slope Stability Study
- Grading Plans
- Hydrogeological Assessment
- Landscaping/Site Rehabilitation Plan

- Low Impact Development Opportunity Assessment, as required by municipal policy
- Scoped or Full Environmental Impact and Enhancement Study
- Stormwater Management Facility Design
- Stormwater Management Study
- Structural Elevations and Construction Details
- Topsoil Stripping Review
- Water Balance Analysis
- Watercourse Erosion Analysis
- Restoration/Compensation Plan for vegetation that has been or will be removed.
- Other reports/studies identified through the checklists or staff consultation.

A-4: Site Plan Controls

- Covering Letter, which outlines the proposal, provides contact names and describes all preliminary consultation and submission contents
- Application Fee (See Fee Schedule)
- Appropriate Plans/Drawings
- Natural Systems Map (natural hazards and natural heritage features with requisite buffers, overlaid with existing site conditions, property boundaries, and proposed development and site alteration)
- Topographic Information.

Potential technical requirements

- Channel Crossings Assessment
- Conformity Reports (Greenbelt, Niagara Escarpment, ORM, Rouge Park/Rouge Park North)
- Erosion and Sediment Control Plans
- Floodline Delineation Study/Hydraulics
- Functional Servicing Plan
- Geotechnical/Slope Stability Study
- Grading Plans
- Hydrogeological Assessment
- Landscaping/Site Rehabilitation Plan
- Low Impact Development Opportunity Assessment, as required by municipal policy
- Scoped or Full Environmental Impact and Enhancement Study
- Stormwater Management Facility Design
- Stormwater Management Study
- Structural Elevations and Construction Details
- Topsoil Stripping Review
- Water Balance Analysis
- Watercourse Erosion Analysis
- Other reports/studies identified through the checklists or staff consultation.

A-5: Consents (Severances) and Minor Variances

- Covering Letter, which outlines the proposal, provides contact names and describes all preliminary consultation and submission contents
- Application Fee (See Fee Schedule)

- Appropriate Plans/Drawings.

Potential technical requirements

- Erosion and Sediment Control Plans
- Floodline Delineation Study/Hydraulics
- Geotechnical/Slope Stability Study
- Grading Plans
- Hydrogeological Assessment
- Landscaping/Site Rehabilitation Plan
- Natural Systems Map (natural hazards and natural heritage features with requisite buffers, overlaid with existing site conditions, property boundaries, and proposed development and site alteration)
- Scoped or Full Environmental Impact and Enhancement Study
- Structural Elevations and Construction Details
- Topographic Information
- Other reports/studies identified through the checklists or staff consultation.

SCHEDULE 2

Non-Statutory Development Application Review Timelines

The following table is an example, which describes the non-statutory timeframes for development review applications that the parties will aim to achieve, broken down by certain major application types. Municipalities and CA are to negotiate an appropriate timeframe for review of these applications as part of the MOU process. **Note:** should the local Municipality recognize that there is a specific issue that requires additional time, the timelines may be extended.

APPLICATION TYPE	PRE-CONSULTATION	CIRCULATION (for pre-consultation, or after an application is deemed complete, or for any subsequent circulations)	COMMENTS AFTER FIRST CIRCULATION
Site specific County Official Plan amendments	Meeting scheduled with all parties and the applicant within x-21 calendar days of request ¹	Upper-tier Municipality to circulate to all parties within x-3 business days	Parties to provide comments within X- 21 calendar days
Site specific local Official Plan Amendments	Same as above	Local Municipality to circulate to all parties within x-3 business days	Parties to provide comments within X-21 calendar days
Site specific Zoning By-law Amendments	Same as above	Local Municipality to circulate to all parties within x-3 business days	Parties to provide comments within X-21 calendar days
Plans of Subdivision or Condominium	Same as above	Local Municipality to circulate to all parties within x-3 business days	Parties to provide comments within x-21 calendar days unless the local Municipality agrees there is a specific issue that requires additional time to resolve

Site Plans	Same as above	Local Municipality to circulate to all parties within x-3 business days	Parties to provide comments within x-14 calendar days unless the local Municipality agrees there is a specific issue that requires additional time to resolve
Consents and Minor Variances		Local Municipality to circulate to all parties within x-3 business days	Parties to provide comments within x-7 calendar days

¹To convene a pre-consultation meeting, the lead agency must have sufficient information from the applicant so that the parties can provide advice.

*Regardless of the above noted review timeline schedule, the CA will endeavour to meet any set timelines the municipality requires in order to meet their mandated Planning Act timelines.

SCHEDULE 3

LTVCA Planning Fee Schedule

Board Approved: April 21, 2022

<u>Plan Review Fee Schedule</u>	<u>New LTVCA Planning Fee Schedule</u>
legal / private / realtor inquiries	\$125.00
clearance letters for subdivision/condominium approval (applies to each phase of subd. requested) (from draft plan to clearance, including SWM review) (where permit fee not required) <ul style="list-style-type: none"> \$115/lot (max \$10,000 per phase) detailed SWM Review and all other review (outside of regulated area) \$350/lot detailed SWM Review and all other review (within regulated area with each lot receiving a permit) (current fee) 	a. \$115/lot (max \$10,000 per phase) (outside of regulated area) b. \$350/lot (within regulated area) c. \$1,200 preliminary SWM review
major OP/ZBLA industrial, commercial, institutional, subdivision, etc.	\$300.00 (no SWM review required)
minor OP/ZBLA single family residence	\$200.00
consent	\$200.00
minor variance	\$115.00
site plan control / approval	\$200.00
OPA / ZBLA combination	\$275.00
consent / minor variance with ZBLA combination	\$250.00
consent with minor variance combination	\$250.00
multiple consent applications on a single application	\$115.00/lot (unregulated) \$350.00/lot (regulated)
input and review of relevant EIS's / EA's and other major studies, proponent driven	\$1,500.00
LTVCA staff appearing as an expert witness at a Committee of Adjustment hearing or Ontario Land Tribunal hearing: a. Acting on behalf of the Municipality b. At the request of the proponent	a. no fee charged b. hourly rate