

MEETING NO: # 08 19  
DATE: August 28, 2019  
TIME: 10:30 A.M.  
PLACE: CH Admin. Office, 2596 Britannia Road West, Burlington ON  
905.336.1158 x 2236

---

## AGENDA

### PAGE #

1. Acceptance of Agenda as distributed
2. Disclosure of Pecuniary Interest for Board of Directors
3. Action Items
- 3.1 Discussion on CH mandatory programs in reference to recent correspondence received from MECP as it relates to Bill 108 and changes to the Conservation Authorities Act  
Report #: 08 19 01 2 - 6
- 4.0 Adjournment

**REPORT TO:** Board of Directors

**REPORT NO: #** CHBD 08 19 01

**FROM:** Hassaan Basit, Chief Administrative Officer

**DATE:** August 28, 2019

**SUBJECT:** Discussion on CH mandatory programs in reference to recent correspondence received from MECP as it relates to Bill 108 and changes to the Conservation Authorities Act

---

### Recommendation

THAT the Conservation Halton Board of Directors **direct the Chair of Conservation Halton to write to the Honourable Doug Ford, Premier of Ontario and the Honourable Jeff Yurek, Minister of the Environment, Conservation and Parks to express his and the Board of Directors concerns related to the letter sent by Minister of the Environment, Conservation and Parks to all Conservation Authorities and their member municipalities which requests conservation authorities to 'review and consider [their] own conservation authority's activities and begin preparations to wind down those activities that fall outside the scope of [the CAs'] core mandate'.**

And

THAT the Conservation Halton Board of Directors **direct the CAO to provide a copy of this letter and resolution to the to the Towns of Halton Hills, Milton, Puslinch and Oakville, the Cities of Burlington, Hamilton, Mississauga, and the Regions of Halton and Peel, all Halton MPPs and MPs and opposition parties offices in Halton Region.**

And

That the Conservation Halton Board of Directors **invites the Minister to meet with Conservation Halton and other CA's to fully understand the funding structure and local impacts of CA programs and help us deliver provincial priorities in a responsible and sustainable manner.**

### Report

The Chief Administrative Officer of Conservation Halton received a letter from the Honourable Jeff Yurek, Minister of Environment, Conservation and Parks (MECP) on August 16, 2019 (Appendix A). The same letter was sent to all 36 Conservation Authorities and their member municipalities, requesting Conservation Authorities to 'review and consider [their] own conservation authority's activities and begin preparations to wind down those activities that fall outside the scope of [the CAs'] core mandate'. This report provides context for the CH Board to discuss the impact of the recommendations to Conservation Halton as stated in the letter.

It is important to state that Conservation Halton has been fully involved in the Province's review of The Conservation Authorities Act leading up to the Royal Assent of Bill 108. Conservation Halton, along with other Conservation Authorities, has been anticipating provincial consultations for the development of the regulations that will define these mandatory programs and services and what specifically is considered to be captured under these.

We have supported the Province's vision regarding our mandate as defined by Bill 108 - natural hazards (flooding), conservation lands and drinking source water protection. We continue to work with Conservation Ontario, our municipalities and the Province to ensure that our communities are safeguarded from flooding, have clean drinking water and have conservation lands that are protected and maintained.

Regarding the direction provided in the Minister's letter, the CA Act is vague on details as to what programs and services will be included under each of the mandatory program areas, leaving the details to be prescribed by regulations as noted below:

*21.1 (1) An authority shall provide the following programs or services within its area of jurisdiction:*  
*1. A program or service that meets any of the following descriptions and that has been prescribed by the regulations:*

In our comments on the proposed Act, CH and Conservation Ontario identified the various programs and services that must be included in the regulations under the Act for the mandatory program areas. Staff have yet to be consulted on the regulations and there have been no drafts circulated that would allow us to begin to identify what activities will be considered by the province as falling within mandatory programs and services.

Next, the letter does not acknowledge Section 21.1.1 of the Act that allows CAs to work with municipalities to provide programs and services via an MOU or agreement for those activities that do not fall into the mandatory list.

*21.1.1 (1) An authority may provide within its area of jurisdiction municipal programs and services that the authority agrees to provide on behalf of a municipality situated in whole or in part within its area of jurisdiction under a memorandum of understanding or such other agreement as may be entered into with the municipality in respect of the programs and services.*

Again, until the regulations have been drafted and approved, we can only have conceptual discussions with our municipalities about the need and scope of MOUs. Having said that, Conservation Halton recently signed new MOUs with Halton area municipalities after a thorough review (Appendix B). During this review, the municipalities looked at which of our plan review and watershed planning related services were still relevant and necessary and whether Conservation Halton was the most effective delivery agency for these services. The result was a new MOU that identifies our role and sets out expectations. We are now working at a very granular level with our municipal partners in improving processes related to all these services. We therefore feel confident that our programs and services have the full support of our municipal partners, and these programs are distinct and separate from our provincial core programs.

The Act explicitly outlines that CAs shall develop and implement a transition plan to comply with the legislation that will be prescribed by regulation.

*21.1.3 (1) Every authority shall **develop and implement a transition plan** for the purpose of ensuring that it will be in compliance with subsection 21.1.2 (2) **by the day prescribed by the regulations** for the purpose of that subsection.*

As no regulations have been approved, there is no transition plan that would be the vehicle to guide any change in our activities. Therefore, we await Provincial consultation with CA staff who are most familiar with the standards and requirements that need to be included in the regulation. We strongly suggest that these be completed in consultation with our staff and Conservation Ontario to ensure that there are no unintended consequences of a missed activity. To date, we have found the consultations on the changes associated with conservation authorities to be too short and lacking in depth and responsiveness to our concerns.

As we move forward, we will continue to work with our member municipalities to finalize our 2020 budget and the scope of the activities that are included therein. Currently, levies and self-generated revenues make up the majority of Conservation Halton's budget as follows, and support Conservation Halton's core mandate as identified in the amended Conservation Authorities Act:

- Self generated revenue 59%
- Municipal funding 32%
- Other sources (including Provincial funding approx. 4%) 9%

Conservation Halton's parks are not supported through the municipal tax levy, nor do they receive any Provincial funds. These parks are self-sustaining and in fact help offset the costs of programs that would otherwise be levied to municipalities. Our recreation programs exceeded our revenue generation targets with 7.7% growth in 2018. We now have one of the lowest shares of tax revenues in Ontario, with municipal taxes funding 32% of our annual budget, while generating 59% through our own park operations. Conservation Halton provides a large variety of benefits (all self-funded) to the Halton community; the most notable one is that it employs 800 seasonal employees (not tax supported), mostly youth in the Region and provides \$4.3 MIL in seasonal wages.

It is important to note that provincial funding towards one of our core programs (natural hazards management) has already been cut by 50% mid-year and the impact to the overall 2019 CH Budget of approximately 1.5% has been absorbed through cutbacks and efficiencies in other areas. These Provincial cuts have had an impact on our 2020 budget, and we have worked hard to ensure we are mitigating these impacts without downloading them onto our funding municipalities. Any further cuts to the hazards program, Source Water Protection program or reductions to the funding available for capital projects through the Provincial Water and Erosion Control Infrastructure fund will pose serious challenges to our ability to deliver these programs.

Furthermore, as guided by our municipal budget principles, we work collaboratively with our municipal funding partners to ensure our budget requests are backed by transparent program costs, and that our service standards are defined through our business plans. These business plans are developed annually and presented to the CH Board to help provide transparency and accountability prior to Board approval of CH budget requests to municipalities. CH engages proactively with Halton and Peel

Region staff on several occasions while developing our budget. We submit offers to meet to Hamilton and Puslinch, our two other municipal funding partners. We also appear before all aforementioned municipal councils annually with our budget request presentations.

While budgets and business plans are developed annually, they are underpinned by the CH Strategic Plan, *Metamorphosis*, which guides our focus on our core programs. As per our strategic plan, here are a few examples from the previous year that show how our efforts are focused in the right areas and where and how they are helping us add value.

- **Public Safety:** Our watershed monitoring network has expanded from 16 hydrometric stations to 35 digitally connected stations using Internet of Things (IOT) devices to collect, analyze and deliver insights from our data to predict weather impacts on riverine conditions and inform the public and our partners through accurate, timely flood status updates and warnings. Our goal is to improve our accuracy and lead time for storm events. We also launched a comprehensive update of our floodplain mapping to identify areas susceptible to flooding and help reduce flood risk in our communities through proactive planning and restoration.

- **Development Permits and Planning:** We've continued to work hard in delivering timely, predictable, cost-effective services across all our products and services. Through ongoing engagement with developers, process re-engineering and a desire to re-write the narrative around customer value, we have exceeded our stretch goal of processing 95% of minor permits within 30 days and continue to work with our development review partners to improve service delivery on technical reviews and planning applications, also ensuring that we are not commenting on matters beyond our scope or changing the goal posts for customers.

- **Recreation and Management of Conservation Authority Lands:** For the second year running we welcomed over 1 million visitors to our parks and launched several new programs and events, such as the Hops and Harvest Festival showcasing local breweries and food vendors. We continue to offer innovative, engaging, family-friendly experiences to our growing communities through our network of seven parks. Our parks brand is strong, and we are committed to leading the market when it comes to outdoor recreation, wellness and leisure within our watershed. It bears repeating that our parks and all festivals (including maple syrup for instance) are 100% self sustaining financially, in fact, they help offset some of the costs of our core mandatory programs.

- **Education:** We hosted over 64,000 students at our outdoor education centres, including at our newly built archaeology room in the Wolf Clan Longhouse at Crawford Lake. We partnered with other organizations on 144 occasions to help engage residents and students alike around Climate Change and other environmental events, because if we can't tell an engaging story to raise awareness, then we can't make the kind of collective impact that is necessary for our communities to remain prosperous and resilient.

- **Environmental Restoration:** For our communities to be sustainable we must balance the impacts of growth and development with improvements to green infrastructure, ensuring our water, land and air can sustain our activities today and in the future. In 2018 we monitored and analyzed data from 176 monitoring stations, engaged 11,000 residents in hands-on stewardship activities, managed close to 10,000 acres of natural lands, planted thousands of trees (over 4

million to date), carried out 43 environmental improvement projects and leveraged every \$1 invested in restoration projects by Conservation Halton to \$15.92 worth of improvements through partnership funds.

We believe that the Conservation Halton Board and participating municipalities should be allowed the time to consider the full implications to their watersheds before reducing any programs or freezing fees and levies. The regulations that will outline the agreements necessary between municipalities and CAs will increase transparency on what CAs are required to do, what is discretionary and how it impacts the municipal levy. Again, we would like to focus on the development of the regulations that will provide the consistent framework for what the government wants to do.

In conclusion, the new act directs our Board members (Section 14.1) to act honestly and in good faith with a view to furthering the objectives of the Authority. The elected officials and citizen appointees who make up our Board of Directors allow us to work closely with each of our municipal partners to deliver a variety of locally supported programs and services valued by local residents. We look forward to working with the province to define the governing regulations and to continuing our long-standing partnerships with both the Province of Ontario and our local municipalities.

Signed & respectfully submitted:



Hassaan Basit  
CAO/Secretary-Treasurer



Ministry of the Environment,  
Conservation and Parks

Ministère de l'Environnement,  
de la Protection de la nature et des  
Parcs

Office of the Minister

Bureau du ministre

777 Bay Street, 5th Floor  
Toronto ON M7A 2J3  
Tel.: 416-314-6790

777, rue Bay, 5<sup>e</sup> étage  
Toronto (Ontario) M7A 2J3  
Tél. : 416.314.6790



August 16, 2019

To whom it may concern:

As you know, on June 6, 2019, our government passed the *More Homes, More Choice Act, 2019*, which updated the *Conservation Authorities Act*. We made these legislative changes to improve public transparency, consistency, and accountability in conservation authority operations. These changes will give greater control to individual municipalities on conservation authority programs and budgets. These changes will also require conservation authorities to re-focus their efforts on the delivery of programs and services related to their core mandate, such as those related to:

- Risk of natural hazards;
- Conservation and management of CA owned or controlled lands;
- Drinking water source protection;
- Protection of the Lake Simcoe watershed;
- Other programs or services, as prescribed by regulation.

Furthermore, over the coming months, I will be reviewing all of the relevant legislation and regulations that govern Ontario's conservation authorities to explore even more opportunities to re-focus their efforts and to ensure they are best serving the interests of the people of Ontario.

In the meantime, I request that you review and consider your own conservation authority's activities and begin preparations and planning to wind down those activities that fall outside the scope of your core mandate. I also encourage you to refrain from developing new policies that are not aligned with your mandate or with provincial policies. Finally, I ask that while we are undergoing this review and updating the legislation and regulations that you do not proceed with any increases to your fees or levies.

I appreciate the work of conservation authorities and the feedback that was provided on the legislative changes. I look forward to receiving further input and recommendations as we move forward with upcoming regulatory and policy proposals.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Yurek".

Jeff Yurek  
Minister of the Environment, Conservation and Parks

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**REGIONAL MUNICIPALITY of HALTON,**  
**CITY OF BURLINGTON,**  
**TOWN OF HALTON HILLS,**  
**TOWN OF MILTON,**  
**TOWN OF OAKVILLE,**  
**HALTON REGION CONSERVATION AUTHORITY,**  
**CREDIT VALLEY CONSERVATION AUTHORITY, and**  
**GRAND RIVER CONSERVATION AUTHORITY**  
**For an Integrated Halton Area Planning System**

*Endorsed by Parties and in effect as of July 16, 2018*



## **1. PREAMBLE**

The Halton Area Municipalities and Conservation Authorities have a longstanding relationship in advancing an integrated system for planning in Halton. The relationship, including roles and responsibilities, have been well-defined since 1999 when the initial Memorandum of Understanding (MOU), related to the delivery of planning services, was endorsed by the Parties. At that time, the MOU was an important tool to define roles and responsibilities within the context of a new protocol for land use planning service delivery. In response, and in tandem with the 1999 MOU, Regional Council also passed by-laws that delegated the approval of plans of consent, subdivision and condominium, as well as part-lot control by-laws to the local municipalities. Regional Council also provided by-laws to establish criteria for exempting Regional approval for Local Official Plan Amendments. These instruments represent a significantly advanced planning system for that time.

Since the 1999 MOU was signed and implemented, the land use planning framework and the regulatory regime 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, more Provincial Plans, new authority over regulated areas and more specific and rigid tests for planning complete communities. This complexity has been compounded by the fact that the Halton Area Municipalities have also experienced significant population growth. The population has increased by 200,000 since 1999 and is expected to grow to 1 million persons and 470,000 jobs by 2041.

With a significantly evolved planning framework, it is important that a new arrangement is in place to assist the parties in managing growth and change while protecting the environment. What is equally important is that the relationships between the parties, and the roles and responsibilities in implementing the planning and regulatory framework are seamless, integrated and well-understood as the Parties take the necessary steps to redefine their roles in the system. This MOU will set the foundation for undertaking transformational changes into the future.

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 natural environment is protected and restored using a systems-based approach; and
- sharing information assists and expedites decision-making.

## **2. PURPOSE**

2.1 The purpose of this Memorandum is to:

- a. Identify the roles and responsibilities of the Parties and record their mutual understanding in planning policy and development matters;
- b. set out the expectations for plan review and technical clearance on matters relating to the natural heritage and water resources;
- c. streamline the development application review process;
- d. improve alignment between planning services and conservation authority permitting processes; and
- e. establish a data and information sharing protocol.

2.2 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:

- 2.2.1 Responsibilities assigned to the Region as the upper-tier municipality in the following:
  - 2.2.1.1 *The Planning Act*; and
  - 2.2.1.2 The MOU between the Region and the Province of Ontario relating to municipal plan review (May 1996).
- 2.2.2 Responsibilities assigned to the Conservation Authorities as of the signing of this MOU and subject to change, in the following:
  - 2.2.2.1 *The Conservation Authorities Act* and associated Regulations; and
  - 2.2.2.2 The MOU between the Conservation Authorities (Conservation Ontario) and the Province of Ontario relating to municipal plan review, input and appeals relating to Natural Hazards (2001).
- 2.2.3 Responsibilities assigned to the Local Municipality through the *Planning Act* and applicable Delegation By-law.
- 2.3 This MOU is not intended to conflict with or preclude any MOU between any of the Conservation Authorities, municipalities and other agencies.
- 2.4 The Parties agree that the MOU between the Region and the Province should be reviewed and updated to reflect the significant changes to the planning framework in Ontario.
- 2.5 The Parties commit to undertaking the following work as detailed in the body of this MOU and summarized in Schedule 1.

### **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. Develop an integrated digital mapping framework for mutual benefit;
- e. Continuously improve working relationships and enhance service performance of all Parties; and
- f. Monitor the performance of this MOU and service delivery.

### **4. MOU Framework**

- 4.1. For the purposes of this MOU, planning services have been defined and organized into two categories: 1) Planning Policy; and 2) Implementation 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 planning policy and implementation planning.

- 4.3. For the purposes of this MOU, Planning Policy includes:
- a. Provincial Plans, Policies and Initiatives
  - b. Regional Official Plan and Amendments
  - c. Local Official Plans and Amendments
  - d. Area Specific Plans (Secondary, Tertiary 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, Implementation Planning includes:
- a. Site Specific Regional Official Plan Amendments
  - b. Site Specific Local Official Plan Amendments
  - c. Comprehensive Zoning By-laws
  - d. Zoning By-law Amendments
  - e. Draft Plans of Subdivision and Condominium
  - f. Consents
  - g. Minor Variances
  - h. Part Lot Control
  - i. Site Plans
  - j. Niagara Escarpment Development Permits
- Section 6 of this MOU provides specific provisions.

## **5. ROLES & RESPONSIBILITIES in the PLANNING SYSTEM relating to PLANNING POLICY**

- 5.1. The Parties agree that a high degree of policy alignment is important in advancing an integrated and seamless planning system.
- 5.2. In order to achieve policy alignment as set out in Section 5.1, the parties agree to collaboratively develop and regularly review a work plan to address the following:
- 5.2.1. Conformity of the Regional Official Plan to Provincial Plans and Policies;
  - 5.2.2. Conformity of Local Official Plans to the Regional Official Plan;
  - 5.2.3. Timely delivery of Area Specific Plans for new growth areas, including intensification areas;
  - 5.2.4. Timely update of Comprehensive Zoning By-laws to conform to Local Official Plans;
  - 5.2.5. Harmonization of Regional and Local Official Plan policies and Conservation Authority regulations and policies, where possible; and
  - 5.2.6. Alignment of guidelines and protocol between the Parties, such as guidelines that set out requirements for study (e.g. Environmental Impact Assessment Guidelines).
- 5.3. The work plan developed in accordance with Section 5.2 will be developed by the Area Planning Directors and brought forward to the CAOs of the Parties, for approval within 6 months of this MOU being endorsed.
- 5.4. Provincial Plans, Policies and Initiatives
- 5.4.1. The Region coordinates the joint review of Provincial Plans, policies and initiatives by working collaboratively with the Local Municipalities to prepare recommendations where there are shared planning interests of the Parties.

- 5.4.2. The Region and Local Municipalities, in reviewing Provincial Plans and policies, will engage the Conservation Authorities where all Parties' interests align.
- 5.4.3. In all cases, the Parties will work to achieve consensus in preparing recommendations to the Province on shared planning interests. If the Parties cannot reach consensus in providing comments or recommendations to the Province on Provincial Plans and initiatives the Parties agree to prepare and submit independent submissions.
- 5.4.4. The Halton Area Planning Partnership will be responsible for coordinating all responses to all Provincial Plans, policies and initiatives.
- 5.4.5. The Terms of Reference for the Halton Area Planning Partnership will be reviewed and updated by the Parties within 18 months of this MOU being endorsed.

#### 5.5. Regional Official Plan and Amendments

- 5.5.1. The Region leads and adopts policy based amendments to the Regional Official Plan.
- 5.5.2. Prior to initiating policy based amendments to the Regional Official Plan amendments, the Region will share information on the initiative and seek input from the parties.
- 5.5.3. The Local Municipalities and Conservation Authorities will review and provide comments on policy-based amendments to the Regional Official Plan as it relates to their interests and mandates.

#### 5.6. Local Official Plans and Amendments

- 5.6.1. The Local Municipalities lead and adopt policy based Local Official Plans and Amendments.
- 5.6.2. The Region is the approval authority for Local Official Plans and Amendments.
- 5.6.3. Prior to initiating policy based Local Official Plan amendments, the Local Municipalities will share information on the initiative and seek input from the Region and relevant Conservation Authority.
- 5.6.4. The Region and Conservation Authorities will review and provide comments on policy-based Local Official Plan Amendments as it relates to their interests and mandates.

#### 5.7. Area Specific Plans (Secondary Plans, Tertiary Plans and Related Studies)

- 5.7.1. Local Municipalities lead and adopt Area Specific Plans (ASP) for major growth areas, including major transit station areas, development of new greenfield areas or redevelopment of existing communities.
- 5.7.2. The Region is the approval authority for Area Specific Plans.

- 5.7.3. In developing Area Specific Plans the Local Municipality will engage the Region and Conservation Authority as it relates to their interests and mandates.
- 5.7.4. The Local Municipality is responsible for undertaking studies in support of Area Specific Plans.
- 5.7.5. The Local Municipality will work collaboratively with the Region and Conservation Authority to identify and scope the necessary studies required for the Area Specific Plan.
- 5.7.6. The Parties agree to work together to develop a Terms of Reference for each study required.
- 5.7.7. 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 a timely manner.
- 5.7.8. 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.
- 5.7.9. 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 ASP study initiation timelines.

#### 5.8. Community Improvement Plans and Incentives

- 5.8.1. Local Municipalities lead and adopt local Community Improvement Plans where approved policies are in place in the Local Official Plan.
- 5.8.2. The Region and Conservation Authorities will review and provide comments on the Local Community Improvement Plans as it relates to their interests and mandates.
- 5.8.3. Where a local municipality has an approved Community Improvement Plan in place, the Region may participate and make loans and grants available in accordance with approved guidelines approved by Regional Council.
- 5.8.4. The Region has the authority, under the *Planning Act*, to designate all or part of the Region as a Community Improvement Project Area to improve infrastructure, or land and buildings within an intensification area or support affordable housing provision.
- 5.8.5. Prior to initiating a Regional Community Improvement Plan, the Region will collaborate with the Local Municipality, share information and seek input to determine needs and incentives.

#### 5.9. Special Studies

- 5.9.1. From time to time the Parties will engage in special studies (e.g. watershed/subwatershed, geotechnical, floodline) related to land use and regulatory matters that affect all municipalities and one or more Conservation Authority(ies).

- 5.9.2. The Parties will develop a work plan to collaboratively conduct these studies when it has been determined to be of mutual interest.

5.10. Guidelines

- 5.10.1. The Region prepares certain guidelines and/or protocols that provide detailed directions in the implementation of the Region Official Plan policies.
- 5.10.2. The Local Municipalities also prepare certain guidelines and/or protocols that provide detailed directions in the implementation of local Official Plan policies.
- 5.10.3. The Parties will review and provide comments on guidelines/protocols as it relates to their interests and mandates.

**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. 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.
- 6.4. The Parties agree to monitor and report on service delivery measures based on common goals and metrics, where feasible.

6.5. Site Specific Regional Official Plan Amendments

- 6.5.1. The Region is responsible for reviewing and approving site specific Regional Official Plan Amendments.
- 6.5.2. For site specific Regional Official Plan Amendments where there are related local planning applications (e.g. a site specific Local Official Plan Amendment), the Region and Local Municipality will coordinate the review to ensure:
- a. A single set of requirements for a complete application is established;
  - b. Timely and concurrent processing of the applications; and
  - c. Duplication of the review process is avoided where possible (e.g. joint open house, joint peer reviews of studies, etc.).



- 6.5.3. The Local Municipality and Conservation Authority will review and provide comments on site specific Regional Official Plan Amendments as it relates to their interests and mandates.

#### 6.6. Site Specific Local Official Plan Amendments

- 6.6.1. The Local Municipality is responsible for reviewing and adopting site specific Local Official Plan Amendments.
- 6.6.2. The Region and Conservation Authorities will review and provide comments on site specific Local Official Plan Amendments as it relates to their interests and mandates.
- 6.6.3. The Region is the approval authority for site specific Local Official Plan Amendments unless deemed exempt from Regional approval.
- 6.6.4. The process and criteria for exempting site specific Local Official Plan Amendments for each Local Municipality are outlined in the following Regional By-laws:
  - a. By-law 16-99 Town of Oakville;
  - b. By-law 17-99 City of Burlington;
  - c. By-law 18-99 Town of Halton Hills; and
  - d. By-law 19-99 Town of Milton.
- 6.6.5. The Region and Local Municipalities agree to work collaboratively in implementing the Exemption By-laws.
- 6.6.6. The Region and Local Municipalities agree to review and update the Exemption By-laws to achieve greater clarity and certainty for exemptions to Regional approval, within 18 months of this MOU being endorsed.

#### 6.7. Comprehensive Zoning By-laws

- 6.7.1. The Local Municipalities prepare and approve Comprehensive Zoning By-laws to ensure conformity with Local Official Plans.
- 6.7.2. The Region and Conservation Authorities will review and provide comments on Comprehensive Zoning By-laws as it relates to their interests and mandates.
- 6.7.3. The Region and Conservation Authorities will work with the Local Municipalities to define specific scope of review for Comprehensive Zoning By-laws. The scope of review will be based on clear policy tests and will be respectful of the local interest.

#### 6.8. Zoning By-law Amendments

- 6.8.1. The Local Municipality is the approval authority for Zoning By-law Amendments.
- 6.8.2. The Region and Conservation Authorities will review and provide comments on site Zoning By-law Amendments as it relates to their interests and mandates.

#### 6.9. Draft Plans of Subdivision and Condominium

- 6.9.1. The Local Municipality is the approval authority for draft plans of subdivision and condominium.

- 6.9.2. The Region and Conservation Authorities will review, provide comments and conditions of approval on draft plans of subdivision and condominium as it relates to their interests and mandates.
- 6.9.3. The Regional interest in draft plans of subdivision and condominiums is set out in the following Regional By-laws:
- a. Subdivision Delegation By-laws
    - By-law 175-98 Town of Oakville
    - By-law 176-98 City of Burlington
    - By-law 177-98 Town of Halton Hills
    - By-law 178-98 Town of Milton
  - b. Condominium Delegation By-laws
    - By-law 171-98 Town of Oakville
    - By-law 172-98 City of Burlington
    - By-law 173-98 Town of Halton Hills
    - By-law 174-98 Town of Milton
- 6.9.4. The Region and Local Municipalities agree to review and update and/or repeal the Delegation By-laws to reflect a collaborative partnership approach to these applications in keeping with this MOU, within 18 months of this MOU being endorsed.
- 6.10. Consents
- 6.10.1. The Local Municipality is the approval authority for consents.
- 6.10.2. The Region and Conservation Authorities will review and provide comments on consents as it relates to their interests and mandates to be identified through a Scope of Review (Schedule 1).
- 6.10.3. The Regional interest in consents is set out in the following Regional By-laws:
- a. Consent Delegation By-laws
    - By-law 179-98 Town of Oakville;
    - By-law 180-98 City of Burlington;
    - By-law 181-98 Town of Halton Hills; and
    - By-law 182-98 Town of Milton.
- 6.10.4. The Region and Local Municipalities agree to review and update and/or repeal the Delegation By-laws to reflect a collaborative partnership approach to these applications in keeping with this MOU, within 18 months of this MOU being endorsed.
- 6.11. Minor Variances
- 6.11.1. The Local Municipality is the approval authority for minor variances.
- 6.11.2. The Region and Conservation Authorities will review and provide comments on minor variances as it relates to their interests and mandates to be identified through a Scope of Review (Schedule 1).
- 6.12. Part Lot Control
- 6.12.1. The Local Municipality is the approval authority for part lot control.
- 6.12.2. The Local Municipality will circulate part lot controls to the Region for information.

#### 6.13. Site Plans

- 6.13.1. The Local Municipality is the approval authority for site plans.
- 6.13.2. The Region and Conservation Authorities will review and provide comments on site plans as it relates to their interests and mandates.

#### 6.14. Niagara Escarpment Development Permits

- 6.14.1. The Niagara Escarpment Commission is the approval authority for Niagara Escarpment Development Permits.
- 6.14.2. The Parties will review and provide comments to the Niagara Escarpment Commission on Niagara Escarpment Development Permits as it relates to their interests and mandates.
- 6.14.3. Prior to submitting comments on Niagara Escarpment Development Permits, the Parties will discuss any issues to determine whether there is value in issuing a coordinated response.

### **7. PLANNING for the NATURAL ENVIRONMENT**

- 7.1 The Parties agree that a greater degree of coordination and timeliness between the Region 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 planning 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;
  - e. good information and data leads to good policy;
  - f. eliminate unnecessary duplication;
  - g. optimize the use of existing staff expertise; and
  - h. seek opportunities for inter-municipal/agency educational workshops.
- 7.4 In accordance with Sections 7.1.2 and 7.1.3 the Parties will define more detailed provisions on roles and responsibilities by proposing amendments to this MOU and agree to conclude this work 18 months following the endorsement of this MOU. At a minimum the MOU update must address role clarity and work plans for:
  - a. Policy development and harmonization;
  - b. Natural heritage system component boundary identification;
  - c. Natural heritage system component refinement processes;
  - d. Establishing priorities for studies that identify, or update, natural hazard mapping;
  - e. Review of stormwater management plans and applications;
  - f. Review of planning and building permit applications as they relate to sourcewater protection;

- g. Climate change mitigation and adaptation;
- h. Reviewing or Establishing Guidelines for Terms of Reference for Environmental Impact Assessments, Subwatershed Studies/Plans, and EIR/Subwatershed Impact Studies; and
- i. Coordination of effort between Permits under the *CA Act* and approvals under the *Planning Act*.

## **8. DATA and INFORMATION SHARING**

- 8.1. The Parties will work together to define a screening map and guidelines to assist the Local Municipalities 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.

## **9. DISPUTE RESOLUTION**

- 9.1. 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 practice resolution of the dispute utilizing the following principles:
  - a. Agree to a fair process for mediating issues;
  - b. Utilize the services of a neutral facilitator;
  - 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.
- 9.2. Where the steps in 9.1 fail, the matter will be forwarded in writing, detailing the disagreement, by the applicable staff to the Area Planning Directors for resolution.
- 9.3. When two or more Parties' staff are unable to resolve a dispute that arises from the implementation of this MOU, the matter will be subject to a two stage resolution procedure:
  - 9.3.1. A meeting of the applicable Planning Directors will be convened to discuss the dispute, with the expectation that a mediated solution will result; and if the dispute is not resolved,
  - 9.3.2. The applicable CAOs will be convened to mediate and resolve any disagreements.

## **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 two 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 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. DEFINITIONS:**

### **In this Memorandum:**

"Halton Area Planning Partnership"

means a working group of the parties that collaborate on matters of common interest

"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 2014 definition.

"Parties"

means the upper- and lower-tier municipalities' planning policy and implementation departments and the Conservation Authorities' planning and development departments

"Planning Directors"

means the directors of local and regional land use planning departments and the directors of the planning and regulatory functions of the conservation authorities.

"Scope of Review"

means a benchmark or standard against which conformance of a land use/development plan or application is assessed by a Party.

"Water Resources"

means water resource systems as it relates to seepages and springs, significant groundwater recharge areas, highly vulnerable aquifers, and/or significant surface water contribution areas and as may be defined through Source Protection planning documents.

## **12. List of Schedules to the MOU**

Schedule 1: Summary of MOU Parties' Commitments/Undertakings 2018 to 2020 (18 Months)

Schedule 2: Development Application review timelines

Signed,

**Curt Benson**  
Chief Planning Official  
Regional Municipality of Halton



**Heather MacDonald**  
Director of City Building  
City of Burlington



**John Linhardt**  
Commissioner of Planning & Sustainability  
Town of Halton Hills



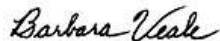
**Barb Koopmans**  
Commissioner of Planning & Development  
Town of Milton



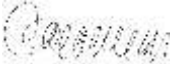
**Mark Simeoni**  
Director, Planning Services  
Town of Oakville



**Barb Veale**  
Director, Planning and Watershed Mgmt  
Halton Region Conservation Authority



**Gary Murphy**  
Director, Planning  
Credit Valley Conservation Authority



**Nancy Davy**  
Director of Resource Management  
Grand River Conservation Authority



**Jane MacCaskill**  
Chief Administrative Officer  
Regional Municipality of Halton



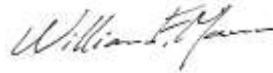
**James Ridge**  
City Manager  
City of Burlington



**Brent Marshall**  
Chief Administrative Officer  
Town of Halton Hills



**Bill Mann**  
Chief Administrative Officer  
Town of Milton



**Ray Green**  
Chief Administrative Officer  
Town of Oakville



**Hassaan Basit**  
Chief Administrative Officer  
Halton Region Conservation Authority



**Deborah Martin-Downs**  
Chief Administrative Officer  
Credit Valley Conservation Authority



**Joe Farwell**  
Chief Administrative Officer  
Grand River Conservation Authority





## **SCHEDULE 1**

### **SUMMARY OF MOU PARTIES' COMMITMENTS/UNDERTAKINGS 2018 to 2020 (18 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.

To frame the completion of the undertakings, the work plan will be prepared first followed by the subsequent undertakings that follow.

#### **1. WORK PLAN**

- a. The Region agrees to coordinate the development of a work plan to address key initiatives outlined throughout this MOU within the first two months of this MOU being endorsed. Some of the specific items to be addressed in the work plan are identified in Items 2 through 9 below.
- b. The Work plan will identify key work to be completed by 2020.
- c. The Parties agree to actively participate and provide input to the work plan content.
- d. The work plan will identify the:
  - i. Parties' assumptions and expectations;
  - ii. Parties' roles and responsibilities in developing and completing each undertaking;
  - iii. Best Practices utilized by Parties and a process to incorporate them amongst the Parties' service delivery approaches;
  - iv. Harmonization of review and approval processes and policies;
  - v. Timelines to complete the work;
  - vi. Meeting schedule that includes updating the Parties' CAOs;
  - vii. Budget and resources associated with completing each undertaking; and
  - viii. Performance measures related to the Parties' achieving development circulation review/comment target timelines.
- e. Should the work plan require alterations, the Parties' will reconvene and edit accordingly through a consensus-based approach.

#### **2. ROLES AND RESPONSIBILITIES FOR THE NATURAL ENVIRONMENT**

In accordance with Section 7 of the MOU, the Parties agree to work collaboratively on defining detailed roles and responsibilities in planning for the natural environment.

#### **3. HAPP TERMS OF REFERENCE**

The Parties will review and update the existing Halton Area Planning Partnership's Terms of Reference. This review will assess, but not be limited to:

- composition of HAPP membership;
- purpose/function of the partnership;
- operational functions of HAPP as an 'entity'/'group'/'representative committee';
- roles and responsibilities of each member as it relates to the purpose/function of HAPP;
- collaborative outputs (with identified project management – roles/responsibilities in producing outputs); and
- reporting structure (to Area Planning Directors; CAOs; applicable Councils, Boards, etc.).

#### **4. SCOPE OF REVIEW**

The Parties agree to clarify the roles and responsibilities of the Region in reviewing comprehensive zoning by-law reviews and amendments. The Parties also agree to clarify and develop the Parties' roles and responsibilities in reviewing minor variances and consent applications of the Local Municipalities. In developing an Evaluation Standard for comprehensive zoning by-law reviews, the Region will clearly identify the

regional criteria that will be reviewed for conformity with Regional Official Plan policies. In the Evaluation Standard relating to minor variances and consent applications, the Parties will identify the applicable review criteria that denote each of the Parties' interests and mandates.

**5. PRE-CONSULTATION and COMPLETE APPLICATION BEST PRACTICE REVIEW**

The Parties agree to examine ways to harmonize policies and approaches related to pre-consultation and complete application requirements. This will assist the Parties in ensuring that all relevant material to advance a planning application is provided as early as possible in the process. This will assist the approval authority in making a decision within the *Planning Act* timeframes and avoid appeals of non-decisions.

**6. DATA SHARING FRAMEWORK**

The Parties agree to establish a framework for sharing planning data relating to demographics, GIS mapping and development approvals. The Parties agree to dedicate relevant technical staff in developing the framework. The end result should be a clear road map of what planning data may be shared and the timelines for implementing actions.

**7. DELEGATION BY-LAWS UPDATE**

The delegation by-laws, approved in the mid-1990s, will be reviewed and updated by the Region. The Region commits to having the by-laws approved in by 2020.

**8. PROVINCIAL MOU UPDATE**

The Region will initiate the review and update of the MOU between itself and the Province in 2019.

**9. TRAINING OPPORTUNITIES**

The Parties agree to assess opportunities to jointly/collaboratively train staff on matters pertaining to improving service efficiencies. Examples of opportunities include:

- i. GIS software program;
- ii. AMANDA program;
- iii. Improvements to Municipal Reporting to ensure 'consistency/conformity' with Provincial Policy Statements and Plans;
- iv. Presenting opinions/positions before local planning committees; and
- v. Other opportunities as they arise and are mutually beneficial to the Parties.

## SCHEDULE 2

### Non-Statutory Development Application Review Timelines

The following table describes the non-statutory timeframes for development review applications that the parties will aim to achieve, broken down by certain major application types.

APPLICATION TYPE	PRE-CONSULTATION	CIRCULATION (for pre-consultation, or after an application is deemed complete, or for any subsequent circulations)	COMMENTS AFTER FIRST CIRCULATION
<b>Site specific Regional Official Plan amendments</b>	Meeting scheduled with all parties and the applicant within 21 calendar days of request <sup>1</sup>	Halton Region to circulate to all parties within 3 business days	Parties to provide comments within 45 calendar days
<b>Site specific local official plan amendments</b>	Same as above	Local municipality to circulate to all parties within 3 business days	Parties to provide comments within 45 calendar days
<b>Site specific zoning by-law amendments</b>	Same as above	Local municipality to circulate to all parties within 3 business days	Parties to provide comments within 30 calendar days
<b>Draft plans of subdivision or condominium</b>	Same as above	Local municipality to circulate to all parties within 3 business days	Parties to provide comments within 45 calendar days
<b>Site plans</b>	Same as above	Local municipality to circulate to all parties within 3 business days	Parties to provide comments within 14 calendar days unless the local municipality agrees there is a specific issue that requires additional time to resolve
<b>Consents and Minor Variances</b>		Local municipality to circulate to all parties within 3 business days	Parties to provide comments within 10 calendar days

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

**SCHEDULE 3**

**This Schedule provides information on the date that each party has advanced reports endorsing the MOU.**

This Schedule is provided for information purposes only and does not form a part of the MOU.

<b>Municipality/Partner</b>	<b>Staff Report/Reference Number</b>	<b>Title</b>	<b>Date Endorsed</b>
<b>Halton Region</b>	LPS66-18	New Memorandum of Understanding for an Integrated Halton Area Planning System	June 20, 2018
<b>City of Burlington</b>	PB-55-18	New Memorandum of Understanding for an Integrated Halton Area Planning System	July 16, 2018
<b>Town of Halton Hills</b>	PLS-2018-0061	New Memorandum of Understanding for an Integrated Halton Area Planning System	July 9, 2018
<b>Town of Milton</b>	PD-030-18	Memorandum of Understanding for an Integrated Halton Area Planning System	June 18, 2018
<b>Town of Oakville</b>	Agenda Consent Item #6	Memorandum of Understanding for an Integrated Halton Area Planning System	July 9, 2018
<b>Halton Region Conservation Authority</b>	# 05-18-06	Memorandum of Understanding for an Integrated Halton Area Planning System	June 21, 2018
<b>Credit Valley Conservation Authority</b>	Schedule E	Halton Region-Credit Valley Conservation Memorandum of Understanding	July 13, 2018
<b>Grand River Conservation Authority</b>	GM-06-18-68	Memorandum of Understanding for an Integrated Halton Area Planning System	June 22, 2018