

This Interim Service Delivery Agreement for Ecological Review Services in Halton (the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2021.

BETWEEN:

THE REGIONAL MUNICIPALITY OF HALTON

hereinafter referred to as the "Region"

- and -

THE HALTON REGION CONSERVATION AUTHORITY

hereinafter referred to as the "Conservation Halton"

**WHEREAS** the Planning Services department within the **Regional Municipality of Halton** and the **Halton Region Conservation Authority** (the "**Parties**") have a shared interest in providing efficient, timely and coordinated environmental review commentary in response to development applications within Halton Region in a consistent and reasonable manner;

**AND WHEREAS** on July 18, 2018, the Parties entered into a Memorandum of Understanding relating to provision of an integrated planning process in Halton Region (the "**2018 Updated MOU**");

**AND WHEREAS** Conservation Halton is mandated to provide, in the area over which it has jurisdiction, under Section 20 of the *Conservation Authorities Act* the organization and delivery programs and services that further the conservation, restoration, development and management of natural resource in watersheds in Ontario;

**AND WHEREAS** Conservation Halton has the authority to enter into a memorandum of understanding, or such other agreement, with a municipality situated in whole or in part within its area of jurisdiction in respect of programs and services that the authority may provide on behalf of the municipality, under the *Conservation Authorities Act*;

**AND WHEREAS** Conservation Halton has technical and professional expertise related to natural heritage and watershed and sub-watershed planning and management;

**AND WHEREAS** based on section 7.4 of the 2018 Updated MOU, the Parties agreed to amend the MOU to outline roles and responsibilities in relation to the long-term provision of this Ecological Review Services in Halton Region;

**AND WHEREAS** the Parties identified a shared need to guide the provision of this Environmental Planning Review Service during the interim period until such time that the 2018 Updated MOU is amended;

**NOW THEREFORE** the Parties hereby agree to enter into this Agreement in relation to the provision of Ecological Review Services in Halton Region within the Halton Region Conservation Authority's jurisdiction, on an interim basis, in accordance with specific terms and conditions outlined herein.

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**1. Definitions**

**“Conservation Halton”**– means The Halton Region Conservation Authority

**“Development”** – means *development* as defined in the Regional Official Plan as it relates to *“Development Applications”*

**“Development Applications”** – refers to the following application types:

- Local Official Plan Amendments;
- Zoning By-law Amendments;
- Draft Plans of Subdivision;
- Plan of Condominium;
- Site Plan Control;
- Part Lot Control
- Minor Variances;
- Consents; and
- Niagara Escarpment Commission (NEC) Development Permits.

**“Ecological Review Services”** – means

- A multi-disciplinary approach to reviewing and commenting on environmental studies that characterize the components of Halton’s Natural Heritage System, demonstrate potential impacts on the components and ecological functions of the system and the mitigation measures to ensure there are no negative impacts on the system as a whole.
- The identification for the need of Environmental Impact Assessment (EIA) in accordance with the Regional Official Plan and Provincial Plans, in consultation with all Parties;
- Conducting site visits to verify boundaries of key features and components as defined in Sections 115.2, 115.3, and 115.4 in the Regional Official Plan and to discuss potential constraints/future study requirements/refinements to key features;

- The Region reserves the right to enlist the Regional Forester as needed to verify boundaries of significant woodlands and review significant woodland assessments where there is a Regional interest (e.g. potential impacts on Regional Forest tracts).
- Waiving, scoping and assessing Terms of References for EIAs, and EIAs submitted by the proponents' consultants in accordance with the Region's EIA Guideline (2020). The EIA Process outlined in Section 2.0 and the EIA Content in Section 3.0 of the Guideline shall be adhere to;
- The review of Sub-watershed Impact Study (SIS), or equivalent study as determined by the Local Municipality, as requested by the Region to verify that the report satisfies the requirements of the Sub-watershed Study (SWS). In cases where the Regional review is not requested, Conservation Halton will review based on its role as a watershed management agency, regulatory authority and/or public commenting body;
- The review of Environmental Implementation Report (EIR), or equivalent study as determined by the Local Municipality, as requested by the Region to verify that the report satisfies the requirements of the SWS, in consultation with all Parties. In cases where the Regional review is not requested, Conservation Halton will review based on its role as a watershed management agency, regulatory authority and/or public commenting body;
- Specifying modifications or additional technical studies required and conditions of acceptance; validating the technical methods used to determine potential environmental impacts in accordance with Regional Official Plan;
- Identifying the nature and extent of mitigation measures required to demonstrate no negative impacts to Halton's Natural Heritage System as per section 118(3) of the Regional Official Plan; and
- Providing technical support in recommending and clearing ecological conditions based on the findings of the EIA or EIR in order to satisfy policies of the Regional Official Plan and Provincial Plans and clearing of conditions.

**"Halton Region"** or the **"Region"** – means The Regional Municipality of Halton.

**"Natural Heritage System"** – means the Greenbelt Natural Heritage System and the Regional Natural Heritage System as identified in the Regional Official Plan.

**"Negative Impact"** – means *negative impact* as defined in the Regional Official Plan.

**"Parties"** – means the Parties to this agreement, including the Regional Municipality of Halton and the Halton Region Conservation Authority .

**"Policy Planning Review"** – means the responsibility of interpreting natural heritage policy under Provincial and Regional plans is that of Halton Region.

**"Provincial Plans"** – means the provincial plan that are relevant to environmental planning matters in Halton Region, including the "Greenbelt Plan", the "Niagara Escarpment Plan", the "A Place to Grow Plan for the Greater Golden Horseshoe", as amended from time to time.

**"Regional Official Plan"** – means the in force and effect Official Plan of the Regional Municipality of Halton.

**"Site Alteration"** – means *site alteration* as defined in the Regional Official Plan as it relates to "Development Applications".

**"Staff"** – means employees of the Parties.

## 2. Purpose

- 2.1 This interim Agreement details the agreed upon terms of service to be provided by Conservation Halton to the Region relating to interim Ecological Review Services in Halton as it relates to Development Applications.

## 3. Goal

- 3.1 The goal of this Agreement is to establish and maintain an efficient, timely and coordinated environmental review process for Development and Site Alteration

applications in Halton that upholds the Parties' values and expectations for protecting Halton's Natural Heritage System in a coordinated and reasonable manner.

#### 4. Agreement

##### 4.1 The Agreement is as follows:

- a) Conservation Halton agrees to deliver Ecological Review Services to the Legislative and Planning Services department of the Region in accordance with the service levels described in **Section 6 – Roles and Responsibilities of Conservation Halton, Section 8 – the Service Delivery Standards**, agrees to execute the tasks outlined in **Table 2 – Service Agreement Table for the Ecological Review of Development Applications, contained in Schedule 2**, and generally follow the workflow processes identified in **Figures 1 through 5, contained in Schedule 3**.
- b) The Region agrees to deliver planning services in accordance with **Section 7 – Roles and Responsibilities of the Region**, agrees to execute the tasks outlined in **Table 2 - Service Agreement Table for the Ecological Review of Development Applications, contained in Schedule 2**, and generally follow the workflow processes identified in **Figures 1 through 5, contained in Schedule 3**.
- c) The Region and Conservation Halton agree to hold regularly scheduled liaison meetings as a means to execute the tasks outlined in Sections 6 and 7 – Roles and Responsibilities, Section 8 – the Service Delivery Standards, and in Table 2 - Service Agreement Table for the Ecological Review of Development Applications, contained in Schedule 2.

#### 5. Limitations

- 5.1 Conservation Halton has a number of roles and responsibilities including those legislated responsibilities under the *Conservation Authorities Act*, watershed management agency and public commenting agency roles (e.g. provides technical comments to the Niagara Escarpment Commission). Conservation Halton will continue to provide planning application and technical clearance reviews pursuant to these roles. The function of Conservation Halton's roles and responsibilities under the *Conservation Authorities Act*, or any other piece of legislation is not impacted by this Agreement.
- 5.2 Conservation Halton will continue to provide input on Natural Hazards policies through the Provincial One-Window Protocol, as mandated by the Province and led by the Ministry of Municipal Affairs and Housing.
- 5.3 Should there be a conflict of interest or a perceived conflict of interest between providing the requested Ecological Review Services required under this Agreement and other Conservation Halton responsibilities then written notice shall be provided to the Region's managers and Conservation Halton's managers as early in the review process as possible. In such a situation, the Region may wish to retain a third party consultant to complete the review.
- 5.4 This Agreement does not replace the Region's position as lead Environmental Planning review and approval agency in the integrated Halton Area Planning System for applications under the *Planning Act*.
- 5.5 This Agreement does not preclude the Region from obtaining consultants to support the environmental planning review, where deemed necessary, to meet the goals and objectives of the Halton Region's Official Plan, Strategic Plan, and roles and responsibilities under the current Memorandum of Understanding, 2018.
- 5.6 Nothing in this Agreement shall limit Conservation Halton and the Region from independently appealing a decision or lack of decision to the Ontario Land Tribunal (OLT) or other Tribunal, Board or Commission on behalf of their policies and regulations, in accordance with the provisions of the *Planning Act*. Conservation Halton cannot appeal a Regional decision if it has provided technical review clearance to address Regional ecological policies on the file.

## 6. Roles and Responsibilities of Conservation Halton

- 6.1 A breakdown of the specific services affected by this Agreement, associated tasks, and associated responsibilities of Conservation Halton relating to ecological review services for development applications are detailed in **Table 2, contained in Schedule 2** to this agreement. The Party (or Parties) responsible for each task Deliverables and Service Standards are also listed.
- 6.2 Notwithstanding **Schedule 2, Table 2 Service Agreement Table for the Ecological Review of Development Applications**, Conservation Halton will perform the following roles and responsibilities under this Agreement:
- a) Environmental Technical Review Memo and EIA Checklists – Conservation Halton will provide all comments for ecological review services in the Environmental Technical Review Memo, to be developed by the Region and Conservation Halton and complete the checklists in Appendices D-1, D-2 and D-3 of Halton’s EIA Guidelines (2020), as needed based on a case by case.
  - b) Pre-consultation and Site Visits– Conservation Halton will consult with Region prior to attending a pre-consultation meeting and/or site visits in relation to matters requiring ecological review services by Conservation Halton and coordinate as necessary to ensure guidance, that is consistent with the Region’s position, is offered to the proponent.
- 6.3 Recommendation on Development Applications: Conservation Halton will provide to the Region technical recommendations on a Development Application, based on their ecological expertise, to assist the Region in interpreting Sections 115.3, 115.4 and 118(3) of the Regional Official Plan and in accordance with the processes detailed in Halton’s EIA Guideline (2020).
- 6.4 Where Conservation Halton has provided technical recommendations for a Development Application pursuant to Section 6.3, and the Development Application has been appealed to the Ontario Land Tribunal or other Tribunal, Board or Commission, the Region may require Conservation Halton to provide their ecological expertise to support Conservation Halton’s technical recommendations during the appeal.
- 6.5 The extent of the support required pursuant to section 6.4 will be determined on a case-by-case basis in consultation between legal counsel for Conservation Halton and legal counsel for Halton Region.
- 6.6 Conservation Halton shall provide written notice to Halton Region as soon as possible if Conservation Halton amends any technical recommendations pursuant to sections 6.3, 6.4 or 6.5.

## 7. Roles and Responsibilities of the Region

- 7.1 A breakdown of the specific services affected by this Agreement, associated tasks, and associated responsibilities of the Region relating to ecological review services for development applications are detailed in **Table 2, contained in Schedule 2** to this agreement. The Party (or Parties) responsible for each task Deliverables and Service Standards are also listed.
- 7.2 Notwithstanding **Table 2 – Service Agreement Table for the Ecological Review of Development Applications**, the Region will perform the following roles and responsibilities under this agreement:
- a) Screening – The Region shall identify Development Applications that would require technical review/clearance by Conservation Halton based on the proximity of these activities to the Halton’s Natural Heritage System and its mapped and unmapped Key Features.
  - b) Pre-consultation – The Region will consult Conservation Halton prior to attending a pre-consultation meeting in relation to matters requiring technical review and clearance by Conservation Halton and coordinate as necessary to ensure appropriate guidance is offered to the proponent.

- c) Circulation – The Region shall undertake the following circulation steps:
  - i. Circulate for technical review/clearance Development Application in consultation with Conservation Halton as detailed in **Table 2, contained in Schedule 2**;
  - ii. Include with the circulation the Environmental Technical Review Memo that includes information required from the Region as specified within the template; and
  - iii. Specify a review/comment Timeline for Conservation Halton to conduct their technical review/clearance within if the Timeline differs from the Timelines listed in **Section 8 – Service Delivery Standards**.
- d) Policy Interpretation – The Region shall be responsible for interpretation of all Natural Heritage System protection and enhancement policies in the Regional Official Plan, Provincial Policy Statement, 2020, and applicable provincial plans as updated from time to time, in consultation with Conservation Halton.
- e) Public Commenting Agency – The Region shall review Development Applications, provide comments and issue conditions in relation to the implementation of the Natural Heritage System protection and enhancement policies of the Regional Official Plan, which will be carried out in consultation with Conservation Halton.
- f) Approval – Where the Region is the planning approval authority under the *Planning Act*, issue approval for Development Applications that implements the Natural Heritage System protection and enhancement policies of the Regional Official Plan.

## 8. Service Delivery Standards of Conservation Halton

- 8.1 Service Delivery Standards, as described in **Table 2 – Service Agreement Table for the Ecological Review of Development Applications, contained in Schedule 2**, are to be followed in relation to the provision of services by Conservation Halton.
- 8.2 The Parties agree to work within the following timelines in **Table 1 – Technical Comments Review Deadline, contained in Schedule 1** to meet the review times set out in **Schedule 2 Non-Statutory Development Application Review Timelines** in the **2018 Updated MOU**.

## 9. Monitoring, Conflict Resolution and Notice

- 9.1 This Agreement comes into effect the day on which it is executed by all Parties. There will be a six (6) month transition period from the date of execution at which time training as detailed in Section 10 will be undertaken. The tracking of performance measures **identified in Schedule 4** will start when the 6-month transition period has ended.
- 9.2 This Agreement shall be revised and amended from time to time as needed to be consistent with the **2018 Updated MOU**.
- 9.3 This Agreement shall be reviewed and amended between the Region and Conservation Halton to:
  - a) Reflect any changing policies, legislation, or programs at the provincial, watershed, or Regional level;
  - b) Assess its effectiveness, relevance and appropriateness with respect to affected parties.
- 9.4 In the event of any dispute between the Region and Conservation Halton staff in carrying out the terms this Agreement that cannot be resolved between staff members, the issue(s) under dispute are to be elevated to the Manager level for resolution. Should the Managers be unable to resolve the issue(s), the matter will be elevated to the Director level for resolution.
- 9.5 This Agreement may be terminated at any time by either Party by providing six (6) months written notice, which may be given personally, electronically or sent by registered mail. Notice shall be deemed to be received as follows, as applicable: (i) on the date of personal delivery, or (ii) if delivered by prepaid registered mail, ten (10) clear days following the mailing.
- 9.6 Any notice, election, demand, request, consent or objection required or contemplated to be given or made by any provisions of this Agreement shall be given or made in writing

and either delivered personally, electronically or sent by registered mail, postage prepaid, addressed:

Region: 1151 Bronte Road  
Oakville, Ontario  
L6M 3L1  
  
Attn: Director of Planning Services and  
Chief Planning Official  
  
Email: curt.benson@halton.ca

Conservation Halton: 2596 Britannia Road West  
Burlington, Ontario  
L7P 0G3  
  
Attn: Director of Planning and Watershed  
Management  
  
Email: bveale@hrca.on.ca

## 10. Training

10.1 The Region shall be responsible for providing training to Conservation Halton as part of the execution of this Agreement for interim ecological review services. The training will provide clear direction on how to interpret the Natural Heritage definitions, policies and guidelines and apply Halton's high level of standard in the protection of the Halton's Natural Heritage System.

10.2 The Region shall provide the following training and/or materials to Conservation Halton and the Region's Community Planners:

- a) Training and materials on Halton's Environmental Impact Assessment Guideline (2020);
- b) Training and materials on Natural Heritage mapping and screening tools;
- c) Training and materials on Natural Heritage policies;
- d) Training and materials on Halton Region's requirements for conformity with Provincial plans;
- e) Training on the standardized Environmental Technical Review Memo (2021) and
- f) Any additional training and/or creation of new materials that Halton Region and Conservation Halton deem necessary to execute the Agreement.

10.3 Conservation Halton shall provide training to Halton Region on their roles and responsibilities under the *Conservation Authority Act*, or any relevant legislation.

10.4 To assist in the transition of Ecological Review Services as prescribed in this Agreement, the Region's Community Planners and Conservation Halton agree to hold regularly scheduled Region and Conservation Halton Liaison Meetings and other technical support meetings as needed.

## 11. Billing/Fees/Reimbursement of Expenses

11.1 Prior to the commencement of this Agreement, and on an annual basis thereafter, Conservation Halton shall provide the Region an estimate of the salary and benefit cost of the Service Delivery Staff (the "Annual Cost Estimate"). The Region may request supporting documentation and upon receipt of such request, Conservation Halton shall provide same with respect to Annual Cost Estimates.

11.2 Conservation Halton estimates the need for two (2) Service Delivery Staff, a Planning Ecologist and an Environmental Planner to implement their roles and responsibilities under this Agreement. The combined Annual Cost Estimate for the Service Delivery Staff

in Year 1 of implementing this agreement is \$240,793; Year 2 is \$252,832 (with 5% inflation); and Year 3 is \$265,474 (with 5% inflation).

- 11.3 Prior to the commencement of this Agreement, and on a quarterly basis thereafter, Conservation Halton shall invoice the Region for a quarter-portion of the Annual Cost Estimate (the "Quarterly Invoice").
- 11.4 Notwithstanding section 11.2, other than the first Quarterly Invoice, each Quarterly Invoice shall include the actual costs for the Service Delivery Staff incurred by Conservation Halton during the preceding quarter, including aggregate or total salary, benefit, associated administration and training cost of the Service Delivery Staff. Supporting documentation shall also be provided and any further or additional documentation concerning actual costs shall be supplied upon request from the Region.
- 11.5 The Region shall pay each Quarterly Invoice within thirty (30) days.
- 11.6 The Region shall be permitted to dispute a Quarterly Invoice at its sole discretion. Notwithstanding the generality of the foregoing, the Region will be required to pay all undisputed portions of each Quarterly Invoice in accordance with this Agreement.
- 11.7 As dispute concerning a Quarterly Invoice, or a disputed portion therein, shall be resolved in accordance with this Agreement.
- 11.8 The Region acknowledges that the Annual Cost Estimate may be adjusted throughout the year based upon any Conservation Halton review of job descriptions, salary adjustments and unanticipated benefit cost increases. In such an event, the revised Annual Cost Estimate shall be provided to the Region at least thirty (30) days in advance of the date of delivery of the next Quarterly Invoice to the Region.
- 11.9 All increases to the Annual Cost Estimate beyond permissible costs explicitly identified herein shall require the written approval of the Commissioner of Legislative and Planning Services and the Commissioner of Finance and Regional Treasurer and such approval shall not be unreasonably withheld. Any request for an increase to the Annual Cost Estimate shall be subject to a detailed review, which may include comparison with industry compensation standards and supporting documentation shall be provided upon request from the Region.
- 11.10 For the purposes of the Quarterly Invoicing and reporting, a fiscal year will be the 1st of January to the 31st of December. For audit purposes, all financial records will be maintained and reports prepared to coincide with the January to December Fiscal year. All records must be kept for seven (7) years in accordance with Halton Region's audit requirements.
- 11.11 Where the Region requires Conservation Halton to provide support for technical recommendations for a Development Application that has been appealed to the Ontario Land Tribunal or other Tribunal, Board or Commission pursuant to Section 6.4, the Region shall pay for the additional costs incurred for these services.

## 12. Communications

- 12.1 Conservation Halton is not to act on behalf of Halton Region in relation to a Development Application or Site Alteration matter unless agreed to by Halton Region in order to execute the tasks described in **Table 2 - Service Agreement Table for the Ecological Review of Development Applications**, contained in **Schedule 2**.
- 12.2 When communicating in any way as it relates to the Ecological Review Services described in this Agreement, Conservation Halton must declare that they are acting in accordance with this Agreement, in a purely technical manner, and that the Region maintains final decision authority with respect to the application and interpretation of Regional Official Plan policies relating to the protection and enhancement of Halton's Natural Heritage System.

12.3 The Region's Planning staff shall be included on all correspondence from Conservation Halton to landowners/consultants as it relates the Region's interests as outlined in this Agreement.

12.4 Nothing in Section 12 is meant to affect the free and open dialogue of Conservation Halton with landowners and consultants regarding technical review matters affected by this Agreement. Such communications should be provided within the appropriate policy context to eliminate confusion and avoid outcomes that would not conform to the relevant policies.

### 13. Information Sharing / Open Data

13.1 The Parties will work together to define a screening map and guidelines to assist all parties in determining when development applications will be circulated for technical review.

13.2 Any information or data sources generated by the Province, Conservation Halton or the Region, or generated through municipal or watershed studies will be shared, where possible.

### 14. Insurance

14.1 Conservation Halton agrees that it shall, at its own expense during the performance of the Services, name the Region as additional insured and maintain the following insurance:

14.2 Comprehensive General Liability insurance, such coverage shall include:

14.2.1 personal injury coverage, bodily injury and public liability and property damage coverage against loss or damage resulting from bodily injury to or death to one or more persons and loss of or damage to property of the Region or any other public or private property resulting from or arising out of any negligent act or omission on the part of the Conservation Halton. Such insurance shall include;

14.2.2 a \$2,000,000.00 limit of coverage per occurrence; and

14.2.3 a cross liability/severability of interest clause.

14.3 In respect of the Comprehensive Automobile Liability Insurance

14.3.1 Conservation Halton agrees to carry a comprehensive automobile liability policy providing bodily injury liability and property damage liability insurance. The policy shall protect Conservation Halton and the Region against all liability arising out of the use of owned or leased automobiles, both passenger and commercial. The limits of the liability under this insurance policy shall not be less than \$2,000,000.00 per occurrence

14.4 Conservation Halton further agrees that the coverage provided by the policies specified in this Section will not be changed, amended, or cancelled until sixty (60) days after written notice of such intended change, amendment or cancellation has been delivered to the Region.

14.5 Conservation Halton shall deliver proof of insurance to the Region in a form of a certificate of insurance policy as soon as possible after execution of this Agreement and before commencing to perform any of the Services, and thereafter evidence satisfactory of the renewal of insurance shall be delivered to the Region at least thirty (30) days before the termination thereof and will remain in force until the termination of the agreement.

## 15. Workplace Safety and Insurance Board Coverage

15.1 Workplace Safety and Insurance coverage is applicable and required where Conservation Halton engages in any form of services on the Region's premises. Workplace Safety and Insurance Board (WSIB) certificate showing Conservation Halton's coverage shall be provided to the Region upon execution of this Agreement.

## 16. Indemnification

16.1 Conservation Halton covenants and agrees to indemnify and save the Region, its Councillors, officers, employees and agents harmless from any liability, action, claim, loss, injury, damage, payment, cost, fine, fine surcharge, recovery or expense, including assessable legal fees arising out of the performance of its obligations under this Agreement, including without limitation any negligent act or omission by any employee, agent or sub-consultant or anyone else from whom it is in the law responsible, save and except where the liability, action, claim loss, injury, damage, payment, cost, fine, fine surcharge, recovery or expense, including assessable legal fees, arises out of the negligence of the Region, its Councillors, officers, employees or agents.

16.2 The Region covenants and agrees to indemnify and save Conservation Halton, its Board Members, officers, employees and agents harmless from any liability, action, claim, loss, injury, damage, payment, cost, fine, fine surcharge, recovery or expense, including assessable legal fees arising out of the performance of its obligations under this Agreement, including without limitation any negligent act or omission by any employee, agent or sub-consultant or anyone else from whom it is in the law responsible, save and except where the liability, action, claim loss, injury, damage, payment, cost, fine, fine surcharge, recovery or expense, including assessable legal fees, arises out of the negligence of Conservation Halton, its Board Members, officers, employees or agents.

## 17. General

17.1 The Region and Conservation Halton acknowledge that there are no covenants, representations, warranties, agreements or conditions express or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement which constitutes the entire agreement between the parties and which may be modified only by further written agreement.

17.2 This Agreement and the covenants and agreements herein contained extend to and enure to the benefit of and are binding upon the Region, Conservation Halton, and their respective successors and assigns, according to the purport and intent of their respective covenants and agreements.

17.3 Should any provision or provisions of this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from this Agreement, and the remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

17.4 The Region and the Provider agree that each of them shall and will, upon the reasonable request of the other, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, documents and assurances whatsoever necessary to give effect to this Agreement, and the terms and conditions contained herein.

17.5 This Agreement may be executed in any number of counterparts and may be delivered by means of electronic transmission.

17.6 The headings contained in this Agreement are for reference only.

17.7 Schedule "1", "2" and "3" annexed hereto shall form part of this Agreement.



## Schedule 1

**Table 1 – Technical Comments Review Timelines for Development Applications**

The following table describes the timeframes for development review applications that the Parties will aim to achieve, broken down by certain major application types. This table should be read in accordance with Schedule 2 of the Memorandum of Understanding for an Integrated Halton Area Planning System (July 16, 2018). In some cases timeframes may change due to circulation deadlines provided by the Local Municipality and/or the Niagara Escarpment Commission.

Application Type	Planning Stage	Comments for First Circulation Conservation Halton	Total Review Time First Circulation	Comments for Resubmissions Conservation Halton	Total Review Time Resubmission
<b>Draft plans of subdivision or condominium</b>	Pre-Consultation	4 calendar days	5 calendar days	N/A	N/A
	EIA Scoping	5 calendar days	5 calendar days	N/A	N/A
	Terms of Reference for EIA	12 calendar days	14 calendar days	5 calendar days	7 calendar days
	Technical Review Clearance without an EIA	15 calendar days	20 calendar days	5 calendar days	7 calendar days
	Application Review with an EIA	35 calendar days	45 calendar days	15 calendar days	20 calendar days
<b>Site specific local official plan amendments</b>	Pre-Consultation	4 calendar days	5 calendar days	N/A	N/A
	EIA Scoping	5 calendar days	5 calendar days	N/A	N/A
	Terms of Reference for EIA	12 calendar days	14 calendar days	5 calendar days	7 calendar days
	Application Review without an EIA	15 calendar days	20 calendar days	5 calendar days	7 calendar days
	Application Review with an EIA	35 calendar days	45 calendar days	15 calendar days	20 calendar days
<b>Site specific zoning by-law amendments</b>	Pre-Consultation	4 calendar days	5 calendar days	N/A	N/A
	EIA Scoping	5 calendar days	5 calendar days	N/A	N/A
	Terms of Reference for EIA	12 calendar days	14 calendar days	5 calendar days	7 calendar days
	Application Review without an EIA	12 calendar days	18 calendar days	10 calendar days	12 calendar days
	Application Review with an EIA	20 calendar days	30 calendar days	15 calendar days	20 calendar days
<b>Site Plans</b>	Pre-Consultation	4 calendar days	5 calendar days	N/A	N/A
	EIA Scoping	5 calendar days	5 calendar days	N/A	N/A
	Terms of Reference for EIA	12 calendar days	14 calendar days	5 calendar days	7 calendar days
	Application Review without an EIA	10 calendar days	14 calendar days	5 calendar days	7 calendar days
	Application Review with an EIA	12 calendar days	14 calendar days	10 calendar days	12 calendar days
<b>Consent, Minor Variances, Part Lot Control</b>	Pre-Consultation	4 calendar days	5 calendar days	N/A	N/A
	EIA Scoping	5 calendar days	5 calendar days	N/A	N/A
	Terms of Reference for EIA	14 calendar days	14 calendar days	5 calendar days	6 calendar days
	Application Review without an EIA	10 calendar days	14 calendar days	5 calendar days	7 calendar days

<b>Application Type</b>	<b>Planning Stage</b>	<b>Comments for First Circulation Conservation Halton</b>	<b>Total Review Time First Circulation</b>	<b>Comments for Resubmissions Conservation Halton</b>	<b>Total Review Time Resubmission</b>
	Application Review with an EIA	12 calendar days	14 calendar days	10 calendar days	12 calendar days
<b>Niagara Escarpment Commission Development Permits</b>	Pre-Consultation	4 calendar days	5 calendar days	N/A	N/A
	EIA Scoping	5 calendar days	5 calendar days	N/A	N/A
	Terms of Reference for EIA	14 calendar days	14 calendar days	5 calendar days	6 calendar days
	Application Review without an EIA	13 calendar days	15 calendar days	6 calendar days	8 calendar days
	Application Review with an EIA	13 calendar days	15 calendar days	11 calendar days	13 calendar days

## Schedule 2

**Table 2 – Service Agreement Table for the Ecological Review of Development Applications**

Reference	Review Stage	Tasks	Party Responsible	Deliverable
1	Pre-Application in support of pending development applications	a) Parties will consult to establish an appropriate response to landowner and/or consultant inquiries regarding natural heritage related constraints affecting limits of development. Final decision retained on file.  Note: Some proposals will not be appropriate to pursue and ecological review services should not be applied prematurely in such instances. Parties should discuss each inquiry on a case by case basis to determine whether or not preliminary feedback is appropriate given nature of proposal.	All Parties – The Region makes final decision as it relates to Regional Natural Heritage interests.	Record of consultation and final decision retained on file by both Parties.
		b) Review Regional Official Plan and relevant Provincial Plans mapping (and Halton Region Enviro Planning Viewer if available) to identify relevant natural heritage features, areas, designations and constraint areas.	Conservation Halton	Conservation Halton shall include the Region on all correspondence.
		c) Provide preliminary feedback to landowner/consultant including standard information/text regarding applicable natural heritage system development constraints/study requirements.	Conservation Halton	
		d) Arrange a site visit if necessary to facilitate further investigation, verify boundaries of NHS components and discuss potential constraints/future study requirements. Task 8 – Site Visits of this table shall be followed.	Conservation Halton	Field note summary
		e) In the event that the landowner and/or consultant wants the Parties to determine if an Environmental Impact Assessment (EIA) is required based on a development concept provided, Tasks 2 b) and 2c) of this table should be followed.	Conservation Halton	See deliverables in Tasks 2b) and 2c)
		f) If an EIA is deemed required, EIA scoping and terms of reference (ToR) should follow Tasks 3 and 4 of this table.	All Parties	See deliverables in Tasks 3 and 4
2	Pre-Consultation or Preliminary Circulation of Development Applications	a) Parties review circulations and consult as necessary to determine whether proposed Development Applications warrants provision of ecological review services by Conservation Halton.	All Parties – The Region makes final decision as it relates to Regional Natural Heritage interests.	
		b) Where ecological review services are deemed warranted per task 2a), the Region's Community Planner will: <ul style="list-style-type: none"> <li>i. complete the "Regional Technical Circulation" section of the Environmental Technical Review Memo;</li> <li>ii. circulate the Environmental Technical Review Memo and application submission materials, as needed, to the Conservation Halton Environmental Planner;</li> <li>iii. Discuss draft comments from Conservation Halton prior to finalizing Regional notes on a Pre-Consultation or comments on a Development Application.</li> </ul>	Region	Environmental Technical Review Memo
		c) Where ecological review services are deemed warranted per task 2a), Conservation Halton's Environmental Planner will circulate the Environmental Technical Review Memo to the appropriate technical staff.	Conservation Halton	Environmental Technical Review Memo and Appendix D-1 - Waiving Assessment Tool (where applicable)

Reference	Review Stage	Tasks	Party Responsible	Deliverable
		d) Conservation Halton technical staff will complete the "Conservation Halton Technical Comments" section of the Environmental Technical Review Memo.	Conservation Halton	Environmental Technical Review Memo and Appendix D-1 - Waiving Assessment Tool (where applicable)
		e) Conservation Halton submits Environmental Technical Review Memo containing documentation referenced in 2b) to the Region and discusses comments prior to Conservation Halton finalizing their comments.	Conservation Halton	Environmental Technical Review Memo and Appendix D-1 - Waiving Assessment Tool (where applicable)
3	EIA Scoping/Terms of Reference (ToR) Checklist	a) Where it has been determined that an EIA is required in accordance with Regional Official Plan policies, Conservation Halton will provide the Region with a completed Appendix D-2 Scoping and Terms of Reference Checklist Conservation Halton submits this checklist to the Region.	Conservation Halton	Environmental Technical Review Memo and Appendix D-2 Scoping and Terms of Reference Checklist
		b) The Region will review the Scoping and Terms of Reference Checklist to ensure that the scope of work meets the intent of all NHS protection and enhancement policies in the Regional Official Plan, Provincial Policy Statement (2020) and applicable provincial plans as updated from time to time, in consultation with Conservation Halton.	All Parties	
		c) Conservation Halton to provide Scoping and Terms of Reference Checklist to the proponent.	Conservation Halton	
4	EIA Terms of Reference (ToR)	a) Conservation Halton will provide ecological review services of the ToR and ensure it completeness against the completed Appendix D-2 Scoping and Terms of Reference Checklist that was completed in task 3 above.	Conservation Halton	Environmental Technical Review Memo
		b) Region will use the ecological review services from the Conservation Halton to complete the policy planning review.	Region	
		c) Where resubmissions are required to address comments on the ToR, Conservation Halton will continue to provide ecological review services until regional policies can be satisfied.	Conservation Halton	Environmental Technical Review Memo
		d) Region will be the approval authority of the ToR in regards to the Regional Official Plan policies and in accordance with the Region's EIA Guideline (2020).	Region	
5	Review of EIA	a) Parties should review the EIA against Appendix D-3 EIA Submission Checklist to confirm that the EIA meets submission requirements and have been prepared in accordance with an approved ToR.	All Parties	Appendix D-3 EIA Submission Checklist.
		b) Conservation Halton will provide ecological review services of the EIA and submit technical review memo to Region.	Conservation Halton	Environmental Technical Review Memo
		c) The Region will review the Environmental Technical Review Memo to ensure that the scope of work meets the intent of all Natural Heritage System protection and enhancement policies in the ROP, PPS, and applicable provincial plans, in consultation with Conservation Halton.	All Parties	
		d) If the Region is satisfied with the Environmental Technical Review Memo provided in 5b), Conservation Halton will provide technical comments on the EIA to the relevant agency under a separate "Interim Agreement" section in their letter. The Region will make reference in their comments to Conservation Halton's letter.	Conservation Halton	
		e) Where resubmissions are required to address comments on the EIA, Conservation Halton will continue to provide ecological review services until Regional policy can be satisfied.	Conservation Halton	Environmental Technical Review Memo
		f) Once Conservation Halton and Halton Region have determined that the EIA has addressed policies of the ROP policies and Provincial plan, Conservation Halton will provide to the Region with recommendations for final conditions/clauses based on the proposed mitigations and/or conclusions of the EIA (i.e. requirement for landscape plan).	Conservation Halton	Environmental Technical Review Memo

Reference	Review Stage	Tasks	Party Responsible	Deliverable
6	Sub-watershed Impact Study (SIS) and Environmental Impact Report (EIR)	a) Parties review circulations and consult as necessary to determine whether proposed development application and subsequent SIS/EIR warrants provision of ecological review services by Conservation Halton.	All Parties – The Region makes final decision as it relates to Regional interests.	
		b) Conservation Halton will provide ecological review services of the EIR to determine if the report satisfies the requirements of the applicable Sub-watershed Impact Study (SIS).	Conservation Halton	
		c) Conservation Halton will provide ecological review services of the SIS to verify that the report satisfies the requirements of the Sub-watershed Study.		
		d) Conservation Halton will provide ecological review services of the EIR/SIS and submit the Environmental Technical Review Memo to the Region.	Conservation Halton	Environmental Technical Review Memo
		e) If the Region is satisfied with the Environmental Technical Review Memo provided in 6d), Conservation Halton will provide technical comments on the EIR/SIS to the relevant agency under a separate “Interim Agreement” section in their letter. The Region will make reference in their comments to Conservation Halton’s letter.	Conservation Halton	
		f) Where resubmissions are required to address comments on the EIR/SIS, Conservation Halton will continue to provide ecological review services as required by the Region to demonstrate that Regional policy can be satisfied.	Conservation Halton	Environmental Technical Review Memo
		g) Once Conservation Halton and Halton Region have determined that the EIR/SIS has addressed policies of the ROP policies and Provincial plan, Conservation Halton will provide to the Region with recommendations for final conditions/clauses based on the proposed mitigations and/or conclusions of the EIR/SIS (i.e. requirement for landscape plan).	Conservation Halton	Environmental Technical Review Memo
7	Decision / Conditional Approval	a) The Region shall be responsible for providing final recommendation for approval and conditions on a development application.	Region	
8	Clearing Conditions	a) The Region shall be responsible for the clearance of conditions that were requested by the Region on a development application.	Region	
		b) Where ecological review services are is deemed warranted per task 7a), Conservation Halton will provide ecological review services of the additional plans/drawings/studies and submit a technical review memo to the Region.	Conservation Halton	Environmental Technical Review Memo
8	Site Visits	a) Conservation Halton will arrange site visit if necessary, in coordination with the Region and proponent to facilitate further investigation, verify boundaries of Natural Heritage System components and discuss constraints/study requirements. Proceeding the site visit, the Conservation Halton will submit a summary of field notes and any mapping to show proposed boundary refinements to the to Natural Heritage System to the Region. Any communications on the site visit will be done in accordance with Section 12 Communications of this Agreement.	Conservation Halton	Field note summary

**Schedule 3**

**Figure 1 – Conservation Halton General Review Process**

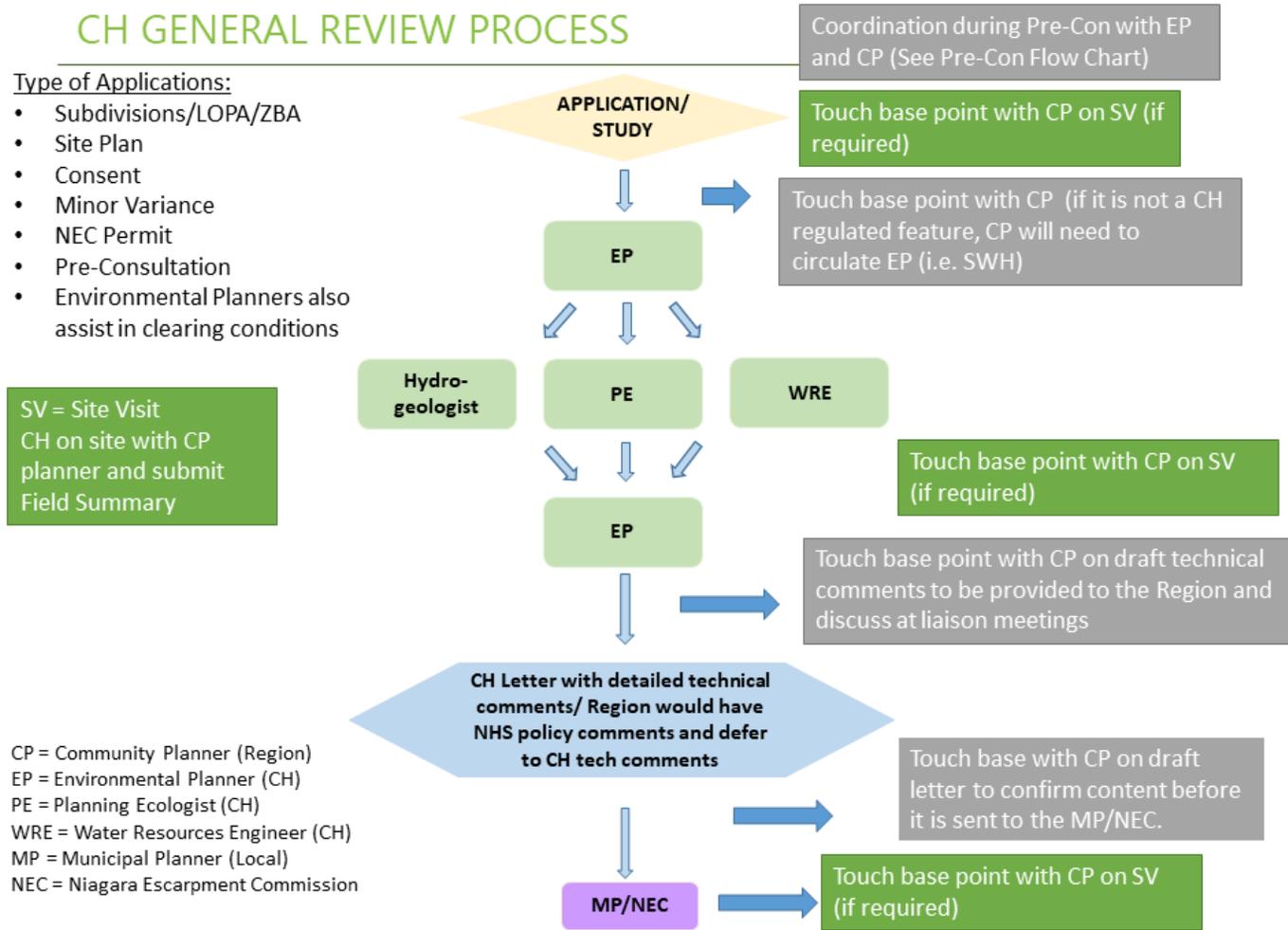


Figure 2 – Regional Role in Pre-Consultation Process

## REGIONAL ROLE IN PRE-CONSULTATION PROCESS

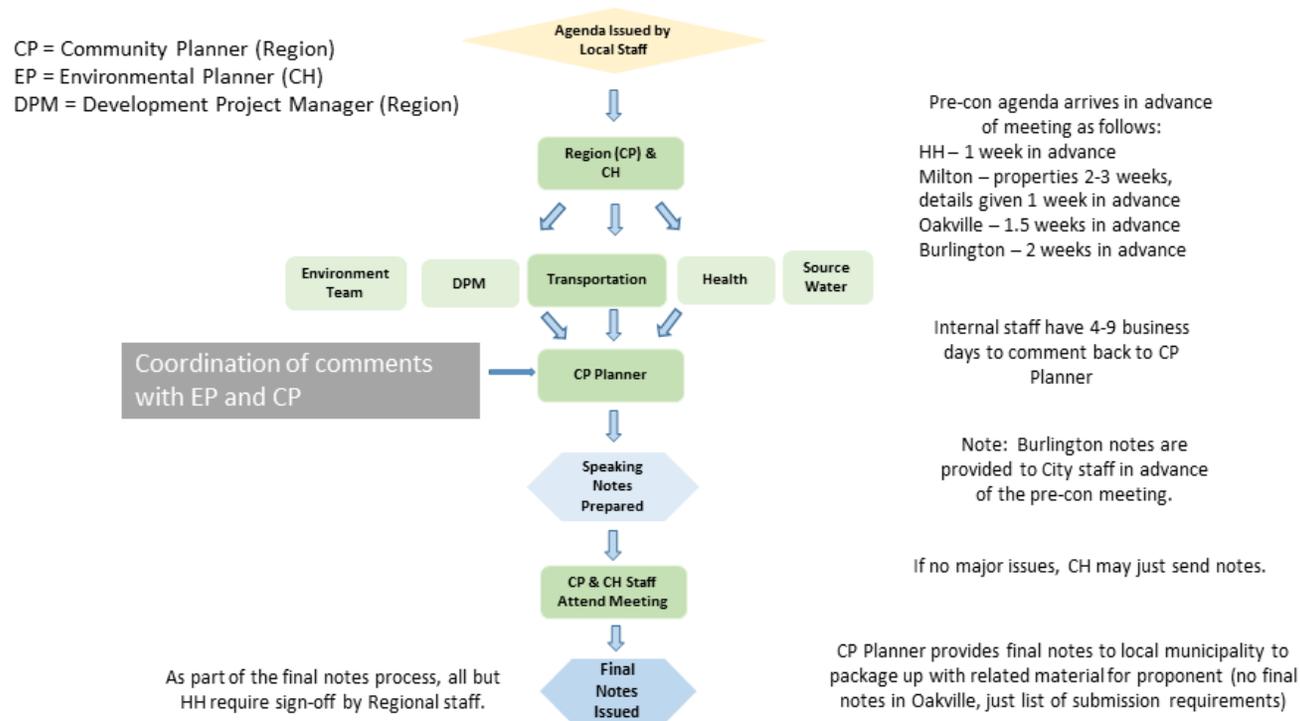


Figure 3 – Region/Conservation Halton: Proposed EIA Waiving Tool Review Process

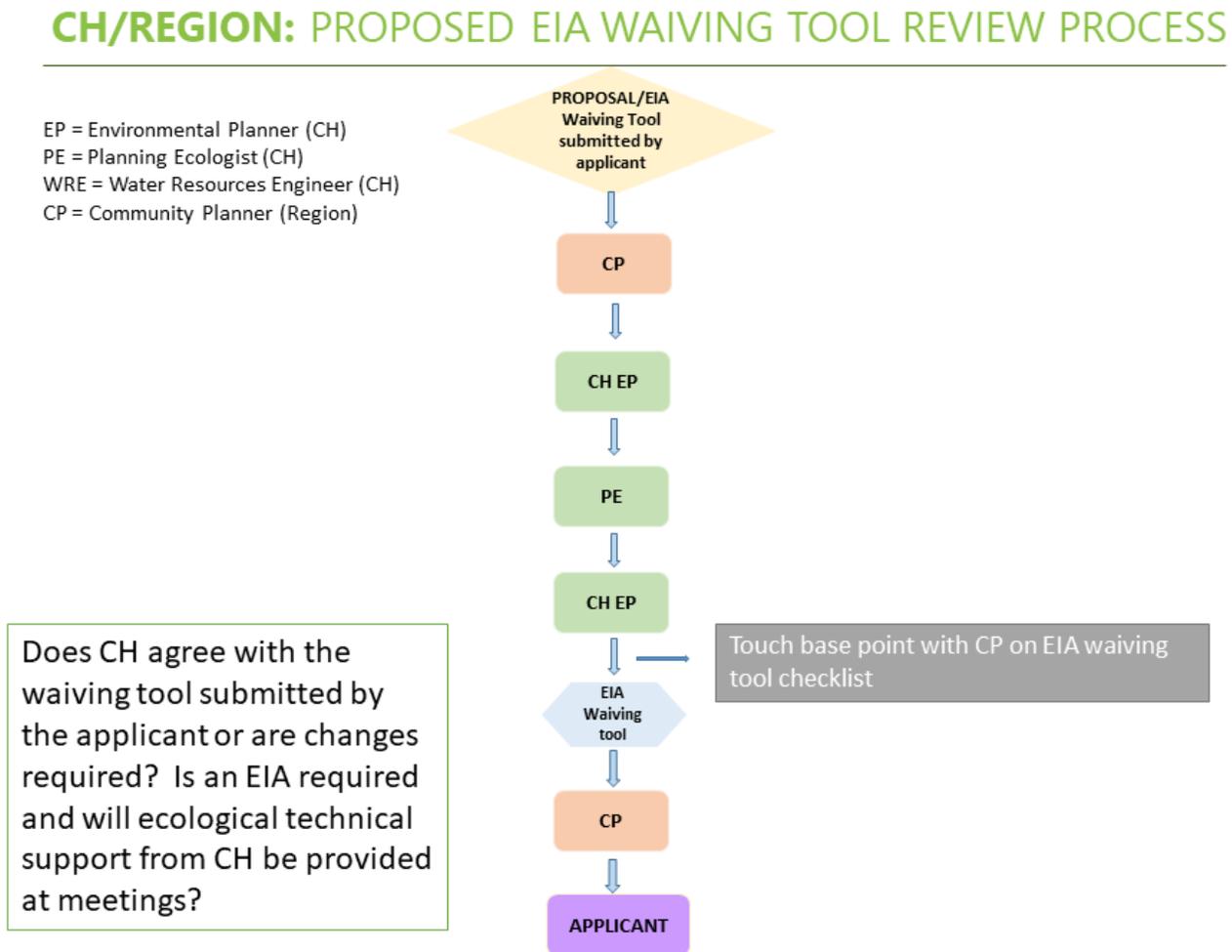


Figure 4 – Region/Conservation Halton: Proposed EIA Scoping Tool Process

## CH/REGION: PROPOSED EIA SCOPING TOOL PROCESS

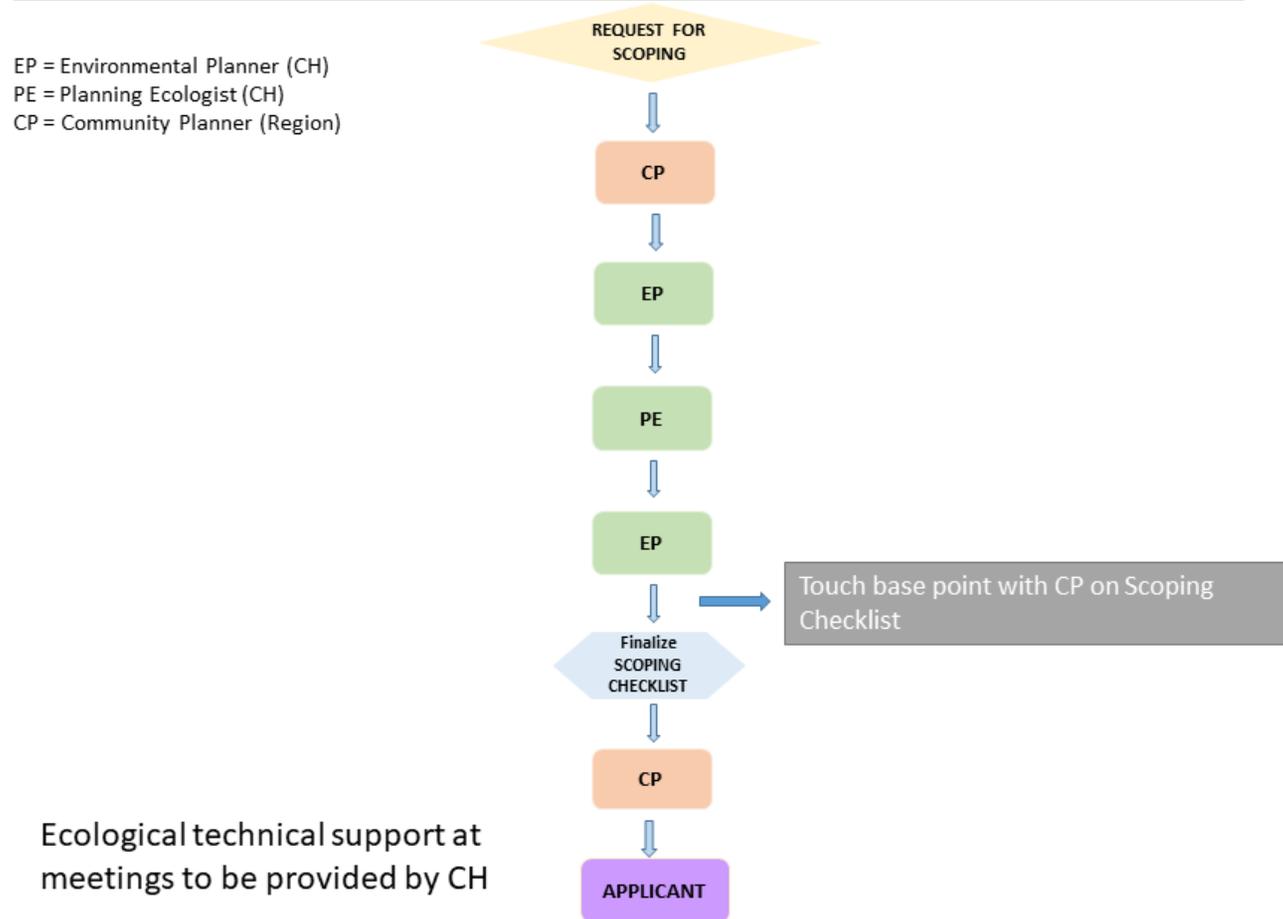
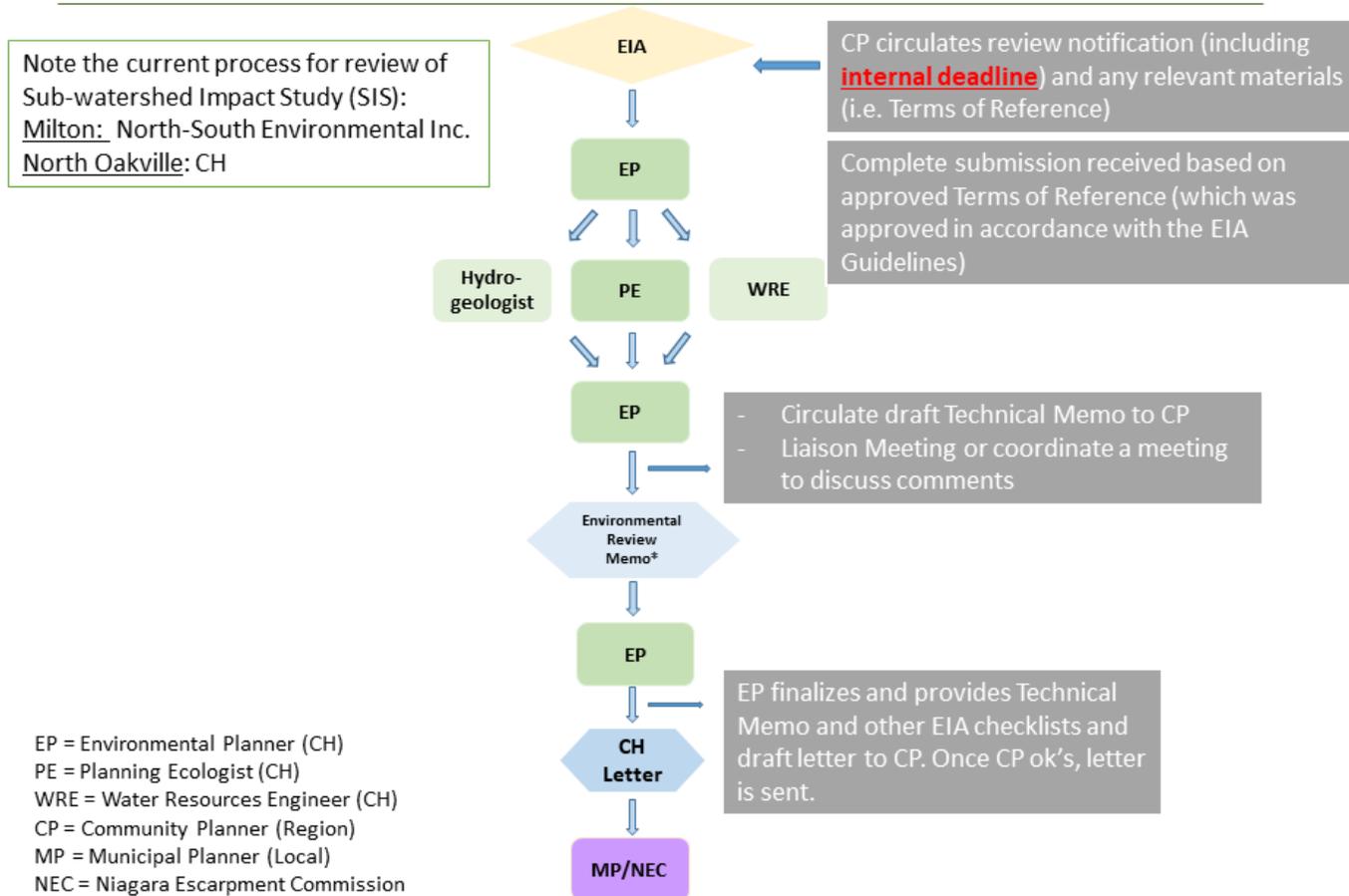


Figure 5 – Region/Conservation Halton: General Ecological Review Process

## CH/REGION: GENERAL ECOLOGICAL REVIEW PROCESS



**Schedule 4****Performance Measures**

Focus Area	Objective	KPI	Target (%)	How to Measure	Notes
Timelines	Deliver timely reviews and excellent customer service and experience	Percentage of reviews that meet the required review timeline.	Year 1: 80 Year 2: 85 Year 3: 90	Track/calculate timelines / deadlines met	
Process	Ensure review process is efficient and effective for CH & Regional staff and external clients	Overall satisfaction of process.	Year 1: 80 Year 2: 85 Year 3: 90	Annual survey by CH & Regional staff	
Communications	Ensure communications between CH & Regional staff is positive and correspondence is clear and comprehensive	Overall satisfaction of communications between CH & Regional staff  Quality of correspondence from CH & Regional staff	Year 1: 80 Year 2: 85 Year 3: 90	Annual survey by CH & Regional staff	
Conflict Resolution	Resolve conflicts in a timely and professional manner	Overall satisfaction of resolving issues.	Year 1: 80 Year 2: 85 Year 3: 90	Annual survey by CH & Regional staff	
Training, Resources and Tools	Ensure CH and Regional staff are adequately trained, prepared and provided with resources and tools to deliver terms of the Agreement	Overall satisfaction of training, preparedness, resources, and tools	Year 1: 80 Year 2: 85 Year 3: 90	Annual survey by CH & Regional staff	
Working Relationship	Ensure positive and productive working relationships and mutual trust between CH & Regional staff	Overall satisfaction of working relationship	Year 1: 80 Year 2: 85 Year 3: 90	Annual survey by CH & Regional staff	