

# MEMORANDUM OF UNDERSTANDING

between the

CITY OF BURLINGTON,  
TOWN OF HALTON HILLS,  
TOWN OF MILTON,  
TOWN OF OAKVILLE,  
REGIONAL MUNICIPALITY OF HALTON,  
HALTON REGION CONSERVATION AUTHORITY,  
CREDIT VALLEY CONSERVATION AUTHORITY, and,  
GRAND RIVER CONSERVATION AUTHORITY

## FOR AN INTEGRATED HALTON AREA PLANNING SYSTEM

MAY 2024

MOU FOR AN INTEGRATED HALTON AREA PLANNING SYSTEM – MAY 2024

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## 1. INTRODUCTION

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**1.1.** This Memorandum of Understanding (MOU) has been prepared for the following municipalities and public agencies within Halton:

- The City of Burlington
- The Town of Halton Hills
- The Town of Milton
- The Town of Oakville
- The Regional Municipality of Halton
- The Halton Region Conservation Authority
- The Credit Valley Conservation Authority
- The Grand River Conservation Authority

These municipalities and agencies are referred to collectively as the “Parties”. The four lower-tier municipalities are referred to as the “Local Municipalities”. The Regional Municipality of Halton is referred to as “Halton Region” or “the Region”. Together, the five municipalities are referred to as the “Halton Area Municipalities”. The three Conservation Authorities are referred to as the “Conservation Authorities”.

**1.2.** This MOU represents the continuation of a longstanding approach to advancing an integrated planning system in Halton. In 1999, the *Memorandum of Understanding For An Integrated Halton Area Planning System* first provided a framework for the coordination of roles and responsibilities related to planning across Halton. In 2018, an updated *Memorandum of Understanding for An Integrated Halton Area Planning System* was advanced by the Parties in recognition of the need to reflect the increasing complexity of the planning system in Ontario.

**1.3.** Ontario’s land use planning system has continued to evolve. Significant changes have been made through Provincial legislation. The *More Homes Built Faster Act, 2022* (Bill 23) and subsequently the *Cutting Red Tape to Build More Homes Act, 2024* (Bill 185) identify Halton Region as an “upper-tier municipality without planning responsibilities”. Changes have also recently occurred as it relates to the role of Conservation Authorities.

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- 1.4.** In recognition of these changes, in May 2023 the Chief Administrative Officers (CAOs) for the Parties endorsed a document titled ‘Planning in a Post-Bill 23 Environment: Transition Plan for a New Halton Planning System’. The Transition Plan documented many of the changes required to address the changing roles and responsibilities of the Parties and considered how these changes could be implemented in a coordinated and collaborative fashion that ensures the best possible outcomes for the Halton community.
- 1.5.** This MOU has been prepared in this context. It will ensure that as planning and regulatory systems continue to evolve, the relationships between the Parties and their roles and responsibilities are well-understood, seamless, and integrated.
- 1.6.** The Parties worked collaboratively to develop the MOU, including through a series of working meetings and review by the Parties’ CAOs in early 2024. The MOU was endorsed by the Parties’ respective Councils and Boards as of the date identified on the cover of this MOU.
- 1.7.** This MOU has been prepared in advance of the July 1, 2024 effective date for the changes to the *Planning Act* that identify Halton Region as an “upper-tier municipality without planning responsibilities”. It is the intent of the Parties to give effect to changes to planning roles and responsibilities in advance of this effective date, to the greatest extent possible:

  - (1) in advance of July 1, 2024, the Parties will act in accordance with the roles and responsibilities as set out in this MOU, except in instances where there is a conflict with existing legislation, in which case the Parties will act in accordance with the Transition Plan endorsed by the Area CAOs in May 2023, with additional regard to the intent of this MOU;
  - (2) following July 1, 2024, the Parties will act in accordance with the roles and responsibilities as set out in this MOU.
- 1.8.** 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.

**1.9.** This MOU is not intended to conflict with or preclude any MOU or agreement between any of the Conservation Authorities, Halton Area Municipalities, and other agencies.

**1.10.** The remainder of this MOU is structured as follows:

Sections 2 and 3 provide a general overview of the purpose of the MOU, its objectives, and the overall roles of the Parties.

- **Section 2** – Purpose & Objectives
- **Section 3** – Roles & Responsibilities

Sections 4 through 6 outline how the Parties will approach planning processes related to policy, development, and appeals.

- **Section 4** – Policy Review
- **Section 5** – Development Review
- **Section 6** – Appeals

Sections 7 through 9 detail how the Parties will address specific interests through the planning process.

- **Section 7** – Planning for Regional Infrastructure
- **Section 8** – Facilitating Regional Infrastructure & Services
- **Section 9** – Addressing the Natural Environment, Water, & Natural Hazards

Sections 10 through 12 deal with matters related to administering and implementing this MOU.

- **Section 10** – Data & Information Sharing
- **Section 11** – Dispute Resolution
- **Section 12** – Duration & Formal Review

Definitions and Schedules are provided at the end of the MOU.

## **2. PURPOSE & OBJECTIVES**

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### **2.1.** The purpose of this Memorandum is:

- (3) to continue the longstanding tradition of advancing an Integrated Halton Area Planning System that enables the best possible outcomes for the Halton community;
- (4) to provide a clear foundation for transformational changes to the roles and responsibilities of the Parties related to planning;
- (5) to support a streamlined planning system that eliminates duplication, avoids delay, and enables efficiencies in the development of planning policies, the review and processing of planning applications, and the coordination of planning decisions with Conservation Authority permitting processes, where appropriate; and,
- (6) to enable collaboration and coordination amongst the Parties and continuous improvement to their working relationships.

### **2.2.** The objectives of this Memorandum are to ensure:

- (1) an efficient transition of service delivery that enables continued provision of effective and timely planning services;
- (2) the removal of service duplication and the maximization of existing resources and technical expertise;
- (3) the sharing of information in a timely manner to maximize collaboration and improve planning processes; and,
- (4) an integrated approach to decision-making is supported in planning processes.

### 3. GENERAL ROLES & RESPONSIBILITIES

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#### 3.1. Local Role

The Local Municipalities are responsible for:

- (1) acting as the land use planning authority for their respective municipality under the *Planning Act*;
- (2) collaborating with the Region and the Conservation Authorities to advance an integrated approach to planning in Halton and to address and protect the interests of the Halton community through planning processes;
- (3) including the Region and Conservation Authorities in the planning and development approval process to ensure that Regional and Conservation Authority interests and mandatory responsibilities, as described in this MOU, are represented and addressed; and,
- (4) providing appropriate information to the Parties included in this MOU in a timely manner for the purposes of data sharing and data reporting.

#### 3.2. Regional Role

The Region is responsible for:

- (1) participating in and commenting on land use planning matters only as they relate to:
  - a. *Regional Infrastructure*;
  - b. Regional Waste Management;
  - c. the Region's role in affordable and assisted housing;
  - d. the Region's responsibilities associated with a specific mandate prescribed by legislation, such as source water protection and non-potable site condition standard requests; and,
  - e. other Regional services that have a land component.
- (2) providing assistance, in accordance with Section 15(2) of the *Planning Act*, where there is an agreement for such assistance set out in this MOU and/or future agreements or MOUs;

- (3) supporting the Local Municipalities in advancing their growth strategies by providing *Regional Infrastructure*; and,
- (4) providing guidelines and/or protocols that support and streamline addressing matters related to the Regional responsibilities identified above through Local Municipal planning processes.

### **3.3. Conservation Authority Role**

The Conservation Authorities are responsible for:

- (1) acting on behalf of the Province, or as a public body under the *Planning Act*, to ensure decisions under the *Planning Act* are consistent with natural hazards policies of applicable Provincial plans and policies;
- (2) administering and enforcing Section 28 of the *Conservation Authorities Act* and associated regulations (i.e., Conservation Authority permitting roles and responsibilities, regulatory mapping, etc.);
- (3) reviewing proposals under the *Aggregate Act*, *Drainage Act*, *Environmental Assessments Act*, and *Niagara Escarpment Planning and Development Act* for the purpose of commenting on the risks related to natural hazards arising from the proposal;
- (4) supporting the Local Municipalities in addressing matters related to natural hazards and watershed planning;
- (5) reviewing and commenting on land use planning matters only as they relate to mandatory programs and services (i.e. natural hazard / wetland related, regulatory matters, etc.), as defined in the applicable regulations under the *Conservation Authorities Act* and as described in this MOU;
- (6) commenting and providing technical support on non-natural hazard related matters, such as natural heritage and water resource systems, that are not part of a proposal, application, or other matter under the *Planning Act*, including long range and watershed planning initiatives such as the development of natural heritage and water resource system strategies, parks and open space master plans, and related activities, in accordance with any established service agreement or MOU;



- (7) continuing to develop and provide watershed planning implementation tools to assist the Local Municipalities in reviewing *Planning Act* applications as they relate to natural heritage and water resource systems – including tools such as technical guidelines and protocols, GIS mapping products, and other resources, subject to future agreements or MOUs; and,
- (8) providing programs and services related to a Conservation Authority's duties, functions, and responsibilities as a source protection authority under the *Clean Water Act, 2006*.

### **3.4. Shared Responsibilities**

The Parties are collectively responsible for continuing with the longstanding approach of collaborating through existing working groups (the Area Planning Directors, the Halton Area Planning Partnership, and the Halton Area Development Managers, etc.) on the following:

- (1) reviewing and commenting on current and future changes proposed by the Province related to the planning system where there are areas of mutual interest and where appropriate;
- (2) exploring opportunities for building capacity in the planning system through joint training and education opportunities, as well as opportunities for sharing resources, where appropriate;
- (3) exploring opportunities to coordinate responses on legislative changes, adapting of roles and responsibilities, and coordinating future change of state for the Parties;
- (4) exploring opportunities to jointly monitor and report on growth and development and other indicators that interface with Regional and Conservation Authority interests as set out in this MOU, including by reviewing data sharing protocols and agreement where necessary; and,
- (5) exploring opportunities to openly share data and information for matters of shared interest;
- (6) monitoring and supporting the implementation of this MOU, including by:
  - a. ensuring its consistent reference and use across the Parties' respective organizations;

- b. identifying on an ongoing basis any issues that require resolution in order to improve the effectiveness of this MOU; and,
- c. developing future Schedules to this MOU, including but not limited to those noted in Sections 4.2(5), 5.2(4), 7.2(4), and 8.2(3) of this MOU.

## 4. POLICY REVIEW

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### 4.1. Policy Review Items

- (1) For the purposes of this MOU, Policy Review pertains to the following policy planning items:
  - a. New Official Plans
  - b. *Comprehensive Official Plan Amendments*
  - c. *Area-Specific Official Plan Amendments*
  - d. *Issue-Specific Official Plan Amendments*
  - e. Implementation Guidelines or Protocols

### 4.2. Policy Review Principles

- (1) Local Municipalities are responsible for official plans, including but not limited to:
  - a. undertaking comprehensive updates in accordance with the *Planning Act*; and,
  - b. developing *Area-Specific Plans* for growth areas, including greenfield and redevelopment areas.
- (2) The Region and the Conservation Authorities will provide support to the Local Municipalities in the administration of their official plans, consistent with the general roles and responsibilities identified in Section 3, and, in accordance with the more specific directions in Section 4.3 of this MOU.
- (3) The Parties may each prepare implementation guidelines or protocols, consistent with the general roles and responsibilities identified in Section 3, and, in accordance with the more specific directions in Section 4.4 of this MOU.

- (4) The Parties agree to advance the expeditious review of policy planning documents and will strive to:
  - a. achieve any prescribed or agreed upon circulation and commenting deadlines; and,
  - b. provide value-added, solution-focused comments that enable the Local Municipality to make informed decisions within legislated timelines.
- (5) The Parties agree to collaborate, where appropriate, to develop future Schedules to this MOU that provide greater detail and direction on actions that support advancing the expeditious review of policy planning documents as identified in Section 4.2(4) of this MOU (e.g., circulation and commenting deadlines, commenting templates, etc.). These schedules may be developed and added without formal amendment to this MOU.

### **4.3. Policy Review Process**

#### Consultation

- (1) When amending official plan policies, the Local Municipalities will circulate and consult with the Region and the Conservation Authorities as appropriate, including by:
  - a. circulating materials related to New Official Plans, *Comprehensive Official Plan Amendments*, and *Area-Specific Official Plan Amendments* to the Region and the Conservation Authorities;
  - b. circulating materials related to *Issue-Specific Official Plan Amendments* to the Region and Conservation Authorities in instances where the amendment impacts a role or responsibility identified in Section 3 of this MOU, or, where the Local Municipality is seeking feedback from the Region or Conservation Authorities; and,
  - c. consulting with the Region and Conservation Authorities as it relates to their roles and responsibilities identified in Section 3 of this MOU, including, where appropriate, by establishing a Technical Advisory Committee or similar consultative structure that includes the Region and Conservation Authorities.

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- (2) The materials circulated to the Region and Conservation Authorities may include, but are not limited to: draft policies, supporting technical studies, proposed policies, notices of public consultation, and notices of decisions.
- (3) The Local Municipalities will circulate and consult with the Region and Conservation Authorities at all stages during the policymaking process and will make efforts to do so in a manner that provides adequate time for the Region and Conservation Authorities to review and provide meaningful, value-added input.

Supporting Studies

- (4) As part of the circulation and consultation process identified in Section 4.3(1), the Parties will identify any studies required to address the responsibilities of the Region and Conservation Authorities identified in Section 3 of this MOU.
- (5) For *Area-Specific Official Plan Amendments* that propose to introduce a growth strategy for a new development area or to update the growth strategy for an existing area, the Parties will collaborate to advance the following studies:
  - a. an *Area Servicing Plan*, described in greater detail in Section 7.4(1) of this MOU;
  - b. an *Area Transportation Plan/Study*, described in greater detail in Section 7.4(2) of this MOU;
  - c. a Subwatershed Study; and
  - d. a *Natural Hazard Related Study*, as described in Section 9.4 of this MOU.
- (6) In some instances, a Subwatershed Study and/or Natural Hazards Related Study may be required as part of the development of a New Official Plan or a *Comprehensive Official Plan Amendment*.
- (7) Where a requirement for a supporting study has been identified, the relevant Parties agree to work collaboratively to:
  - a. confirm the Terms of Reference to be used for the study:

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1. where there is a standard Terms of Reference available, this should be used as the starting point;
  2. scoping, waiving, or modifications to the standard Terms of Reference may be made by the Parties to recognize previous studies or reflect the nature of the area being studied or other relevant contextual factors;
- b. advance the study in accordance with the confirmed Terms of Reference;
  - c. ensure the study appropriately addresses the interests of the Region and/or the Conservation Authority, in accordance with the confirmed Terms of Reference; and,
  - d. ensure the findings and recommendations of the completed study are incorporated into the official plan amendment recommended for adoption, as appropriate.

Comments

- (8) Comments provided by the Region on changes to official plans will be in relation to the general roles and responsibilities identified in Section 3 of this MOU. In particular, comments may address:
  - a. the delivery of *Regional Infrastructure*, including:
    1. any relationship to or impacts on the Joint Best Planning Estimates as per Section 7.1 of this MOU;
    2. any relationship to or impacts on the Region's Infrastructure Master Plans as per Section 7.3 of this MOU;
    3. where applicable, an *Area Servicing Plan* or related study prepared as per Section 4.3(5)a) of this MOU;
    4. where applicable, an *Area Transportation Plan* or related study prepared as per Section 4.3(5)b) of this MOU; and,
    5. any other considerations related to implementing and delivering *Regional Infrastructure*;
  - b. the delivery of Regional services or programs, including;

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1. waste management services;
  2. housing services and the delivery of affordable and assisted housing; and,
  3. other Regional services with a land component;
- c. the implementation of source water protection plans, where applicable; and,
- d. any other matters at the request of a Local Municipality or as set out in an agreement.
- (9) Comments provided by the Conservation Authorities on changes to official plans will be in relation to the general roles and responsibilities identified in Section 3 of this MOU. In particular, comments may address matters including, but not limited to:
- a. mandatory programs and services (e.g. hazard / wetland related, regulatory matters), as defined in the applicable regulations under the *Conservation Authorities Act* and may include but are not limited to the following:
    1. review of technical studies identified in Section 4.3(4) related to regulated natural hazards, including wetlands;
    2. identification of risks related to natural hazards and demonstration that those risks have been addressed (including prevention or mitigation) so public health or safety is not jeopardized or result in property damage or destruction in the event of a natural hazard;
    3. demonstration that any proposed development and alteration activities within Conservation Authority regulated areas can be permitted in accordance with the *Conservation Authorities Act* and related regulations;
    4. recommendations for management and protection of regulated natural hazards, including wetlands, such as land use designations and development setbacks; and,
    5. other matters at the request of a Local Municipality or as set out in an agreement.

- (10) The Region and Conservation Authorities will provide value-added, solution-focused comments that enable a Local Municipality to make informed decisions in accordance with the consultation timelines identified by the Local Municipalities, provided adequate time is provided to prepare this input, commensurate with the nature and scope of the study and/or proposed policies being reviewed.
- (11) The Local Municipalities will document how any comments provided by the Region and/or Conservation Authorities have been addressed in the official plan or official plan amendment or otherwise.

#### Approvals

- (12) Where the Local Municipality is the approval authority for a change to an official plan, the Region and/or Conservation Authorities, where appropriate and feasible, will provide any additional support required to enable a decision by the Local Municipal Council.
- (13) Where the Province is the approval authority for a change to an official plan, the Region and/or Conservation Authorities, where appropriate and feasible, will provide any additional support required to enable a decision by the Minister.
- (14) Following the approval of an official plan or official plan amendment that introduces or updates a growth strategy for a Local Municipality or a growth area within a Local Municipality, the Region will:
  - a. update the Joint Best Planning Estimates and/or the Enhanced Growth Monitoring Framework as identified in Section 7 of this MOU to incorporate the updates to the Local Municipality's growth strategy;
  - b. update infrastructure plans and/or models based on the updated Joint Best Planning Estimates, as appropriate;
  - c. plan for and deliver *Regional Infrastructure* to support the Local Municipality's growth strategy in accordance with Section 7 of this MOU;
  - d. update any other plans, guidelines, or policies as required; and,

- e. update Regional Council, where necessary, on any significant impacts or updates to the planning and delivery of *Regional Infrastructure* to support Local Municipal growth strategies.
- (15) Following the approval of an official plan or official plan amendment that results in changes to boundaries included in Conservation Authority mapping, the relevant Conservation Authorities will advance updates to their mapping as appropriate and as required.

Appeals

- (16) The Parties will address any appeals to Policy Review Items as set out in Section 6 of this MOU.

**4.4. Implementation Documents**

- (1) The Local Municipalities may prepare guidelines and/or protocols that provide more detailed direction regarding the implementation of official plan policies or other related matters.
- (2) The Region and Conservation Authorities may prepare guidelines and/or protocols that relate to their respective roles and responsibilities as identified in Section 3 of this MOU, including outlining details that support addressing or implementing their responsibilities through the Local Municipal planning process.
- (3) The Parties will work collaboratively to:
  - a. use relevant guidelines/protocols to support and streamline the planning process;
  - b. provide clarity on the use of guidelines/protocols prepared by the Region and/or Conservation Authorities as part of the Local Municipal planning process, including through references in Local Municipal policy or process documents, where appropriate;
  - c. consult with each other in a collaborative fashion when creating or updating guidelines/protocols, particularly in instances where there is a relationship between the guidelines/protocols and the roles and responsibilities of each Party as identified in Section 3 of this MOU; and,



- d. consult with each other in a collaborative fashion to review the existing guidelines/protocols in place at the time this MOU was prepared to determine any necessary actions to revise or rescind these documents in consideration of the roles and responsibilities as identified in Section 3 of this MOU.
- (4) For greater clarity, Schedule 1 to this MOU provides a list of guidelines/protocols that may be used to support addressing matters of Regional interest as identified in Section 3 of this MOU through Local Municipal planning processes. These documents are also referenced where relevant throughout this MOU. Schedule 1 may be updated on an ongoing basis in collaboration with the Parties as required, without amendment to this MOU.

## **5. DEVELOPMENT REVIEW**

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### **5.1. Development Review Items**

- (1) For the purposes of this MOU, Development Review pertains to the following development planning items:
  - a. Site-Specific Official Plan Amendments
  - b. Comprehensive Zoning By-laws
  - c. Zoning By-law Amendments
  - d. Draft Plans of Subdivision
  - e. Draft Plans of Condominium
  - f. Part Lot Control
  - g. Consents
  - h. Site Plans
  - i. Minor Variances
  - j. Community Planning Permits
  - k. Niagara Escarpment Development Permits

## 5.2. Development Review Principles

- (1) The Local Municipalities are responsible for processing the Development Review Items identified in Section 5.1(1).
- (2) The Region and the Conservation Authorities will participate in the development review process and provide comments in accordance with the roles and responsibilities identified in Section 3 of this MOU and as described below.
- (3) The Parties agree to advance the expeditious review of development applications and will strive to:
  - a. achieve any legislated, prescribed, or agreed upon circulation and commenting deadlines;
  - b. standardize pre-consultation and complete application requirements;
  - c. provide value-added, solution-focused comments that enable a Local Municipality to make informed decisions within legislated timelines; and,
  - d. coordinate development planning processes with any applicable Regional and Conservation Authority permitting processes to the greatest extent possible.
- (4) The Parties agree to collaborate, where appropriate, to develop future Schedules to this MOU that provide greater detail and direction on actions that support advancing the expeditious review of development applications as identified in Section 5.2(3) of this MOU (e.g., circulation and commenting procedures, deadlines, and templates, etc.). These Schedules may be developed and added without formal amendment to this MOU.
- (5) The Local Municipalities are committed to supporting the Region and the Conservation Authorities in addressing the requirements and conditions identified in relation to their responsibilities as identified in Section 3 of this MOU through the Local Municipal development review process.

### 5.3. Development Review Processes

#### Pre-Consultations, Pre-Submissions, & Complete Applications

- (1) The Local Municipalities will circulate pre-consultation material and planning applications to the Region and Conservation Authorities for review and comment.
- (2) The Region will participate in pre-consultation and pre-submission reviews of development applications by providing value-added input related to the Region's responsibilities as identified in Section 3 of this MOU, including but not limited to information on:
  - a. existing water and wastewater services present in proximity to a proposed development;
  - b. existing Regional Road infrastructure in proximity to the proposed development and any concerns or requirements related to stormwater impacts on Regional Roads;
  - c. known constraints and potential areas of concern or areas to be investigated by the development proponent as it related to *Regional Infrastructure*;
  - d. timing and scope of Regional capital projects in the vicinity of the proposed development;
  - e. the need for water and wastewater system upgrades, where known, as a result of the proposed development;
  - f. the need for Regional road network improvements, where known, as a result of the proposed development, including any land dedication requirements, as discussed in Section 8.2 of this MOU;
  - g. the ability to service a proposed development with Regional waste collection;
  - h. known constraints and potential areas of concern or areas to be investigated by the proponent as it relates to the delivery and implementation of waste collection;
  - i. comments and requirements as they relate to Regional servicing allocation;

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- j. application and study requirements and any applicable Regional by-laws, guidelines, permits, protocols, or terms of reference to be considered when advancing the proposed development; and,
  - k. source protection plan policies; and,
  - l. non-potable site condition standards requests.
- (3) The Region will identify, where known, the need for Regional agreements and/or service/development permits, including by:
- a. scoping the requirements for any required study, and if applicable, identifying the specific items to be addressed/areas to be analyzed, including the need for modelling if applicable;
  - b. providing updated reference documents (e.g., such as (Development Engineering Review Manual, applicable Regional Guidelines, Regional master plans, or others);
  - c. consulting with applicant's consultant as necessary;
  - d. reviewing any Terms of Reference required to ensure all technical requirements have been identified;
  - e. preparing comments on Terms of Reference; and,
  - f. reviewing multiple draft submissions, which may be necessary prior to approval.
- (4) The Conservation Authorities will participate in pre-consultation and pre-submission reviews of development applications by providing value-added input related to the Conservation Authority responsibilities as identified in Section 3 of this MOU, including information to assist future applications with addressing Provincial natural hazards policies, and, to identify activities subject to Conservation Authority regulatory approvals and related requirements.
- (5) The Local Municipalities agree to include requirements identified by the Region and the Conservation Authorities through the pre-consultation process as part of the requirements of a complete application, and, to ensure that any application includes those required studies prior to being deemed complete.

### Application Review

- (6) The Region will take the following actions in relation to reviewing development applications:
- a. review application materials and supporting studies related to the Region's responsibilities as identified in Section 3 of this MOU (e.g., Functional Servicing Reports/Studies, Transportation Studies, Stormwater Management Plans as they relate to Regional Road infrastructure, Waste Management Plans, and documents related to source protection, and site contamination (non-potable site condition standards requests and/or when a Regional land taking is required), etc.);
  - b. coordinate internal Regional review and advice on compliance with higher-order documents such as Regional Transportation and Water and Wastewater Master Plans, *Area Servicing Plans*, *Area Transportation Plans/Studies*, and Environmental Assessment Studies and detailed designs;
  - c. ensure appropriate analysis has been completed related to impacts on Regional water and wastewater systems, capacity constraints, constructability, and operability of proposed servicing, compliance with relevant Regional by-laws and Provincial legislation;
  - d. identify downstream road network impacts on the Regional Road network, Regional Road stormwater management, dewatering impacts on *Regional infrastructure*, capacity constraints, constructability and operability of proposed transportation upgrades, access locations, etc., and compliance with relevant Regional by-laws and guidelines;
  - e. ensure requirements for infrastructure expansion and/or upgrades, including any land dedication requirements as identified in Section 8.2 of this MOU, and the mechanisms required to implement/secure for those (agreements, conditions, etc.) are assessed and addressed where the need is identified by the Region;
  - f. review and administer Regional Allocation Programs as they relate to development proposals;

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- g. provide comments in relation to Regional Waste Management Guidelines to ensure sites can be serviced with Regional waste collection, where eligible;
  - h. coordinate with other disciplines and agencies (e.g., other Regional disciplines, the Local Municipalities, the Province) to assist with conflict resolution and streamline the review of the application; and,
  - i. provide final recommendations and conditions.
- (7) The Region will take the following actions in relation to engineering reviews, agreements, and permits related to development applications:
- a. administering, processing, reviewing, and approving required engineering submissions;
  - b. administering, processing, reviewing, and approving Regional agreements related to water and wastewater infrastructure, Regional road infrastructure, and developer requests related to water and wastewater, stormwater and Regional Road infrastructure associated with development approvals;
  - c. administering, processing, reviewing, and approving Regionally required permits, including service permits, MECP ECA approvals under Transfer of Review with Province, entrance/access permits and agreements, drive through agreements for waste collection, Regional Development permits/by-laws, etc.;
  - d. collecting fees and Regional Development Charges through agreement and permit processes; and,
  - e. arranging consultation as needed with developers, consultants, and Local Municipalities to discuss related items.
- (8) The Conservation Authorities will take the following actions in relation to reviewing development applications:
- a. reviewing applications and supporting studies as it relates to:
    - 1. helping ensure that decisions under the *Planning Act* are consistent with the natural hazards policies in the policy statements issued under Section 3 of the *Planning Act*;

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2. commenting on the risks related to natural hazards arising from a proposal under the *Aggregate Resources Act*, *Drainage Act*, *Environmental Assessment Act*, and *Niagara Escarpment Planning and Development Act*;
- b. reviewing any proposed activities within regulated areas to determine if they can be permitted in accordance with the *Conservation Authorities Act* and related regulations;
- c. providing final recommendations and conditions; and,
- d. collecting Conservation Authority review fees through plan review processes.

Application Approval & Agreements

- (9) As the approval authority for development applications, the Local Municipalities agree to:
  - a. consider and address, as appropriate, recommendations made by the Region and/or the Conservation Authorities;
  - b. review and include the Region's recommended conditions related to their responsibilities identified in Section 3 of this MOU;
  - c. review and include Conservation Authorities' recommended conditions related to their responsibilities identified in Section 3 of this MOU;
  - d. only make changes to the wording of conditions or approaches to addressing Regional or Conservation Authority concerns through discussion/consultation and agreement from the Region and/or Conservation Authority; and,
  - e. consult the Region and/or Conservation Authority to confirm any applicable conditions of approval issued under the *Planning Act* have been addressed to their satisfaction prior to issuing a final approval under the *Planning Act*.

Application Appeals

- (10) The Parties will address any appeals to Development Review Items as set out in Section 6 of this MOU.

## **6. PLANNING APPEALS**

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### **6.1. Notice of Appeals**

- (1) When an appeal of a planning decision is filed, the Local Municipality will notify the Region and/or the Conservation Authorities of the appeal in instances where the reasons for the appeal relate to their respective roles or responsibilities as identified in Section 3 of this MOU.

### **6.2. Processing of Appeals**

- (1) The Local Municipalities and Conservation Authorities will exercise their appeal rights and ability to appear before the Ontario Land Tribunal as required.
- (2) Recognizing the Region has no right of appeal or ability to appear as a party at the Ontario Land Tribunal, should an appeal be filed that relates to the Region's roles and responsibilities as identified in Section 3 of this MOU, the relevant Parties will convene working meetings and/or discussions and coordinate to:
  - a. identify their perspectives on the appeal, including areas of consensus or difference regarding the merit of the appeal and/or approaches to responding to the appeal;
  - b. identify whether the Region's interests can be adequately addressed without direct involvement by the Region, or, whether there is a need for the Region to be directly involved in the appeal process;
  - c. where a need to involve the Region directly in the appeal process is identified, determine:
    1. the scope of the Region's involvement;
    2. the approach to enabling the Region's participation at the Tribunal;
    3. the approach to providing evidence to the Tribunal, including, where required, the use of Region staff as expert witnesses;
    4. the approach to cost-sharing for hearing-related expenses; and,



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5. any other considerations necessary related to advancing the Region's interests as identified in Section 3 of this MOU through the hearing process.
- (3) As a general principle, the Parties will work to support and defend areas of shared interest at the Tribunal.
  - (4) The Conservation Authorities may provide technical support to the Local Municipalities related to appeals that pertain to natural hazards in instances where the Conservation Authority is not a part to the appeal.
  - (5) In instances where consensus is not reached when identifying the merit or approach to responding to an appeal as described in Section 6.2(2) of this MOU, the Parties will use the Dispute Resolution procedure outlined in Section 11 of this MOU.
  - (6) Where there is an opportunity to resolve an appeal that relates to the Region's and/or the Conservation Authorities' roles and responsibilities as identified in Section 3 of this MOU through mediation or settlement, the Parties will convene working meetings and/or discussions and coordinate to:
    - a. identify approaches to mediating and resolving the appeal;
    - b. obtain the required internal approvals;
    - c. provide support as needed to advance the mediation or settlement;  
and,
    - d. determine the approach to presenting a settlement to the Tribunal, and the role of the Region or Conservation Authority, if any.
  - (7) In instances where a Local Municipality chooses to share information or advice with the Region which may be subject to solicitor-client privilege as part of the process of advancing the Region's interests in any appeals, the Region agrees to maintain the confidentiality of such information.

## 7. PLANNING FOR REGIONAL INFRASTRUCTURE

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### 7.1. Joint Best Planning Estimates

#### Overview

- (1) The Region and the Local Municipalities recognize the need to continue the longstanding approach of maintaining a standardized set of Region-wide growth figures to inform the planning and delivery of *Regional Infrastructure*.
- (2) The Region and the Local Municipalities will collaborate to develop and maintain up-to-date Joint Best Planning Estimates that serve as a tool to ensure *Regional Infrastructure* can be planned and delivered in a coordinated manner to support Local Municipal growth strategies.
- (3) The Joint Best Planning Estimates will:
  - a. reflect the latest and best available information from each of the Local Municipalities on their population, employment, and housing unit growth figures;
  - b. reflect the anticipated or planned timing of growth across each of the Local Municipalities, in five-year increments, out to a common planning horizon year;
  - c. reflect the anticipated breakdown of housing unit type (e.g., low-, medium-, and high-density units as well as accessory units) and employment type (e.g., industrial, commercial, and institutional);
  - d. identify the geographic distribution of the anticipated growth within the discrete Small Geographic Units and Traffic Zones as maintained by the Region and uses for the purpose of infrastructure modelling to support the planning and delivery of *Regional Infrastructure*; and,
  - e. reflect the Council-approved estimates of each of the Local Municipalities.

#### Purpose & Use

- (4) The primary use of the Joint Best Planning Estimates is to inform the planning and delivery of *Regional Infrastructure*.

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- (5) The Joint Best Planning Estimates may also be used:
  - a. by the Local Municipalities to inform the planning and delivery of their programs and services;
  - b. by other Regional departments to inform the planning and delivery of their programs and services;
  - c. by other public agencies that provide services across municipal boundaries in Halton Region, including but not limited to: the Halton Region Police Service, the Halton Region Paramedic Services, the Halton District School Board, and the Halton District Catholic School Board; and,
  - d. by municipalities that are adjacent to the Halton Local Municipalities, or, by the Province, for the purpose of informing infrastructure modelling.
- (6) The Parties will collaborate to establish a protocol for the publication and/or distribution of the Joint Best Planning Estimates.
- (7) The Parties recognize that the Joint Best Planning Estimates are not a statutory land use planning document and that they do not replace, take precedence, or limit the growth strategies identified in Local Municipal official plans or growth proposed through individual development applications. However, as the Joint Best Planning Estimates provide the basis for the master plans for *Regional Infrastructure*, where growth strategies or development applications differ significantly from the Joint Best Planning Estimates, there may be implications for the delivery of *Regional Infrastructure*.
- (8) Where significant changes are proposed to the Joint Best Planning Estimates, the Parties will work collaboratively to assess and address any implications for the delivery of *Regional Infrastructure*.

Monitoring & Updates

- (9) The Region and the Local Municipalities will collaborate to update the Joint Best Planning Estimates on an annual basis. This annual update will incorporate:

## MOU FOR AN INTEGRATED HALTON AREA PLANNING SYSTEM – MAY 2024

- a. information related to development that has occurred in the year since the previous update;
  - b. any changes to local growth strategies as provided to the Region by the Local Municipalities; and,
  - c. any other changes or updates the Parties deem appropriate.
- (10) An update on the Joint Best Planning Estimates will be included as part of the Region's annual Enhanced Growth Monitoring report, described in Section 7.2 of this MOU.

**7.2. Enhanced Growth Monitoring**

- (1) The Region and the Local Municipalities recognize the importance of monitoring growth across Halton and will collaborate to implement an Enhanced Growth Monitoring framework that supports the delivery of *Regional Infrastructure* to support Local Municipal growth strategies.
- (2) The Region and the Local Municipalities will work collaboratively to:
  - a. review the Joint Best Planning Estimates on an annual basis, as described in Section 7.1 of this MOU; and,
  - b. share data related to planning applications in the development pipeline on a regular basis;
- (3) The Region, with input from the Local Municipalities, will:
  - a. produce an annual comparative assessment of water and wastewater system capacity, the construction of new housing units, and the number of housing units anticipated in the Joint Best Planning Estimates and/or the Region's Allocation Programs, in order to ensure there is sufficient opportunity for growth and development in accordance with the growth strategies set out in Local Municipal official plans, and, to support decision-making related to Allocation Programs;
  - b. continue to undertake an annual survey to collect information on employment and business activity across Halton to support Local Municipal planning for employment;
  - c. continue to prepare an annual report on housing across Halton; and,

- d. provide an annual report to Regional Council that provides information on the Enhance Growth Monitoring efforts described above.
- (4) The Parties agree to collaborate, where appropriate, to develop future Schedules to this MOU that provide greater detail and direction on actions that support enhanced growth monitoring as identified in Sections 7.1(9) and 7.2(2) of this MOU (e.g., data collection requirements, templates, and schedules, data sharing protocols, etc.). These Schedules may be developed and added without formal amendment to this MOU.

### **7.3. Infrastructure Master Plans**

- (1) The Region will develop master plans for *Regional Infrastructure* based on the Joint Best Planning Estimates. The Local Municipalities and Conservation Authorities may provide input through the master plan consultation process as required.
- (2) To implement master plans for *Regional Infrastructure*, the Region will develop associated infrastructure staging plans and capital financing plans, including, where necessary and feasible, incorporating updates to address changes to the Joint Best Planning Estimates as described in Section 7.1 of this MOU and/or the findings from the Enhanced Growth Monitoring as described in Section 7.2 of this MOU.
- (3) When updates to the Region's plans for the delivery of infrastructure are required, when making these updates, the Parties will collaborate to consider and address:
  - a. the number of anticipated housing units or jobs in employment areas supported;
  - b. the fiscal capacity of the Region and Local Municipalities;
  - c. the willingness of the development community to contribute as facilitated by the Region;
  - d. the degree of contribution from the Provincial government;
  - e. coordination of the timing and delivery of water and wastewater infrastructure with Regional road projects; and,
  - f. comments from the Local Municipalities and public agencies.

## 7.4. Infrastructure Studies & Plans

### Water & Wastewater Servicing Plans

- (1) The Parties recognize the importance of collaborating to develop more detailed plans/studies to guide the delivery of Regional water and wastewater infrastructure, in particular to support the development of growth areas, and agree:
  - a. to use *Area Servicing Plans* as a tool to inform and support the planning vision defined through an *Area-Specific Plan*, including to support identifying a servicing strategy for water and wastewater infrastructure and the need for upgrades to existing infrastructure, where required;
  - b. to complete an *Enhanced Functional Servicing Report* in instances where there is consensus among the Parties that the development of an *Area Servicing Plan* is not appropriate or feasible;
  - c. to collaborate to prepare and/or update a Terms of Reference to guide the development of an *Area Servicing Plan* or *Enhanced Functional Servicing Report*, using the applicable document referenced in Schedule 1 as a starting point; and,
  - d. to update *Area Servicing Plans* or *Enhanced Functional Servicing Reports* when there is a significant change to the growth strategy for the area to which the *Area Servicing Plan* or *Enhanced Functional Servicing Report* applies that would impact or necessitate an update to infrastructure plans.

### Area Transportation Plans / Studies

- (2) The Parties recognize the importance of collaborating to develop more detailed plans/studies to guide the delivery of Regional transportation infrastructure, in particular to support the development of growth areas, and agree:
  - a. to use *Area Transportation Plans/Studies* as a tool to inform and support the planning vision defined through an *Area-Specific Plan*, including to support identifying the transportation system and need for road network improvements, where required;

- b. to collaborate to prepare and/or update a Terms of Reference to guide *Area Transportation Plan/Studies*, using the applicable document in Schedule 1 as a starting point.

## **8. FACILITATING REGIONAL INFRASTRUCTURE & SERVICES**

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### **8.1. Allocation Programs**

- (1) The Parties agree that the Region, in collaboration with the Local Municipalities, will continue to develop and implement Allocation Programs or other infrastructure financing approaches as a means to finance growth-related infrastructure.
- (2) The Parties acknowledge the Region's jurisdiction over *Regional Infrastructure*, allocation of servicing capacity, and collection of Regional Development Charges.
- (3) The Parties acknowledge the importance of Enhanced Growth Monitoring in informing the delivery of Allocation Programs and commit to collaborating to support this work as described in Section 7.2 of this MOU.
- (4) In advancing Allocation Programs through Local Municipal planning processes, the Region will:
  - a. provide comments on development applications where participation in an Allocation Program is required, including:
    1. securing appropriate Servicing Allocation under an Allocation Program;
    2. signing an Allocation Agreement or any required Amending Agreements;
    3. making all required payments to the Region associated with an Allocation Agreement; and,
    4. addressing any other matters related to implementing Allocation Programs and/or Agreements;
  - b. identify specific requirements related to an Allocation Program and/or Agreement to be addressed prior to a Local Municipality issuing an

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- approval under the *Planning Act*, including, where necessary, any conditions of approval and/or holding provisions;
- c. advise when comments and/or requirements related to Allocation Programs and/or Agreements have been addressed to the Region's satisfaction and recommend when, from the Region's perspective, any applicable conditions of approval and/or holding provisions can be cleared and/or lifted.
- (5) To support the implementation of Allocation Programs and Allocation Agreements through Local Municipal planning processes, the Local Municipalities, to the extent authorized by law and where appropriate, will:
- a. work collaboratively with the Region to implement and address requirements related to Allocation Programs and/or Agreements;
  - b. use tools available under the *Planning Act*, such as conditions of approval and/or holding provisions, where recommended by the Region and where necessary to address matters including but not limited to:
    - 1. comments and requirements identified by the Region as per Section 8.1(4) of this MOU;
    - 2. considerations associated with payments to the Region related to Allocation Programs and/or Agreements, including any required reconciliations or curing of defaults;
    - 3. considerations related to future high density apartment blocks; and,
    - 4. considerations related to any outstanding Judicial and Administrative Proceedings;
  - c. confirm the comments and requirements identified by the Region related to Allocation Programs and/or Agreements as per Section 8.1(4) of this MOU are addressed prior to clearing any applicable conditions of approval, lifting any holding provisions, and/or issuing a final approval under the *Planning Act*;



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- d. inform the Region of any challenges by an applicant to conditions of approval, holding provisions, or withholding of final approval under the *Planning Act* and work with the Region to address and resolve these challenges to enable implementation of Allocation Programs and/or Agreements, including where necessary in accordance with Sections 6 and/or 11 of this MOU;
- e. include a copy of an Allocation Agreement as part of any applicable Subdivision Agreement;
- f. acknowledge that changes to a development proposal following an approval under the *Planning Act* (e.g., changes to the number of units, unit types, or number of bedrooms) may have impacts on an Allocation Agreement, and, work with the Region to address any updates or refinements required; and,
- g. acknowledge that the Region may revoke Servicing Allocation if not used within three years, and, work with the Region to implement and address any implications of such a revocation when required.

**8.2. Land Dedication**

- (1) The Parties recognize that in some cases, the delivery of *Regional Infrastructure* to support Local Municipal growth strategies will require land dedication, including but not limited to:
  - a. requirements as identified in the Region’s Transportation Master Plan for rights-of-ways;
  - b. requirements as determined through a Municipal Class Environmental Assessment ; and/or,
  - c. requirements identified through detailed design.
- (2) Recognizing the Region has no ability to require land dedication through the *Planning Act*, the Local Municipalities will collaborate with the Region to address land dedication requirements for *Regional Infrastructure* through Local Municipal planning processes under the *Planning Act*, to the extent authorized by law and where appropriate.

- (3) The Parties will collaborate to determine an updated approach, if required, to identifying and documenting Regional land dedication requirements previously identified in the Halton Regional Official Plan, including by developing a future Schedule to this MOU, if warranted.
- (4) In instances where consensus is not reached related to land dedication requirements as described in Section 8.2 of this MOU, the Parties will use the Dispute Resolution procedure outlined in Section 11 of this MOU.

### **8.3. Regional By-Laws, Permits, & Agreements**

- (1) The Parties acknowledge the Region's ability to develop and utilize by-laws, permits, and/or agreements to address the Region's responsibilities identified in Section 3 of this MOU, particularly to support provision of *Regional Infrastructure*.
- (2) The Region and the Local Municipalities will work collaboratively to ensure considerations related to Regional by-laws, permits, and agreements are addressed in a coordinated manner through Local Municipal planning processes, where applicable.

### **8.4. Regional Guidelines & Protocols**

- (1) The Parties acknowledge the Region's ability to prepare, issue, and/or update guidelines and protocols that support implementation of the Region's responsibilities identified in Section 3 of this MOU.
- (2) The Guidelines and Protocols that are relevant to addressing the Region's responsibilities identified in Section 3 of this MOU through Local Municipal planning processes are referenced throughout this MOU, where applicable, and listed in Schedule 1 to this MOU, which may be updated from time to time.

### **8.5. Waste Management Services**

- (1) The Parties acknowledge the Region's role in providing waste management services across Halton.
- (2) In providing these services, the Region will:

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- a. review and provide comments related to waste management services on *Planning Act* matters, where applicable; and,
- b. maintain implementation guidelines, referenced in Schedule 1 to this MOU, to support addressing design and other considerations through Local Municipal planning processes under the *Planning Act*, in order to enable the delivery of waste management services in new developments.

**8.6. Housing Services**

- (1) The Parties acknowledge the Region's role in managing and providing community housing and associated programs in Halton as defined by the *Housing Services Act* and other legislation.
- (2) In providing these services, the Region will:
  - a. participate in studies and initiatives undertaken by a Local Municipality related to affordable or assisted housing where requested by a Local Municipality;
  - b. review and provide comments related to affordable and assisted housing on *Planning Act* and *Municipal Act* matters where requested by a Local Municipality; and,
  - c. continue to work collaboratively with the Local Municipalities in identifying programs and funding opportunities to enhance the offering of new affordable and assisted housing units in Halton's communities.

## 9. ADDRESSING THE NATURAL ENVIRONMENT, WATER, & NATURAL HAZARDS

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### 9.1. Natural Environment

- (1) The Parties recognize the need to address and protect the natural environmental, including natural heritage systems and water resource systems, through Local Municipal planning processes.
- (2) The Local Municipalities are responsible for undertaking and/or evaluating the reviews required to protect natural heritage systems and water resource systems as part of Local Municipal planning processes under the *Planning Act*.
- (3) The Parties may enter into agreements, where appropriate and as permitted by any applicable legislation, to support addressing matters related to addressing and protecting the natural environment through Local Municipal planning processes.
- (4) The Region and Conservation Authorities will collaborate with the Local Municipalities to support their natural environment review responsibilities, where appropriate and where requested.

### 9.2. Water

- (1) The Parties recognize the need to address and protect water resources through Local Municipal planning processes and otherwise, including matters related to source water protection and private water supply.

#### Source Water Protection

- (2) The Parties recognize that source water protection planning includes activities necessary to help protect municipal drinking water sources from contamination and overuse as the first step in a multi-barrier staged approach in accordance with the *Clean Water Act, 2006*.
- (3) The Parties acknowledge that source water protection planning includes, but is not limited to:
  - a. the Conservation Authorities' role as a Source Protection Authority, and their responsibilities for, in coordination and collaboration with the

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- Region and Local Municipalities, administering the source protection program and providing administrative and technical support for developing, interpreting, and updating Source Protection Plans;
- b. the Region's responsibilities under Part IV of the *Clean Water Act*, as the municipal water system operator, for implementation of the related Source Protection Plan policies by the Risk Management Officials (RMO) and Risk Management Inspectors (RMI), including review of development applications in accordance with Section 59 of the *Clean Water Act* to determine whether any existing or future significant drinking water threats are associated with the application;
  - c. the Region's responsibility to support the Local Municipalities and other stakeholders with the screening of works related to Environmental Compliance Approvals (ECA) to support compliance with Source Protection Plan policies and ECA conditions related to the *Clean Water Act* that may be imposed by the Ministry of the Environment, Conservation and Parks;
  - d. the Region's responsibility to establish Risk Management Plans (RMPs) with landowners related to Source Protection Plan policies for prescribed activities associated with agricultural, commercial, institutional, residential (specifically in regard to large parking lots within the chloride Issue Contributing Area) and industrial land uses;
  - e. the Local Municipalities' responsibilities to develop and implement official plan policies related to Source Protection Plans and to address source protection considerations through Local Municipal planning processes under the *Planning Act*, where applicable; and,
  - f. The pertinent Parties' responsibilities to work collectively in accordance with their respective legislative authority to:
    1. develop assessment reports to inform Source Protection Plans in accordance with the *Clean Water Act*, which includes but is not limited to water budgets, delineation of vulnerable areas and associated vulnerability scoping, significant threats to water quality and water quantity, which are intended to protect municipal drinking water sources;

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2. use a specific science-based process for the continuous development and refinement of Source Protection Plan policies through amendments under the *Clean Water Act*; and,
  3. prepare and submit annual progress reports to inform the annual reports the Source Protection Authorities are required to provide to the Ministry of the Environment, Conservation and Parks;
- (4) The Parties will continue to collaborate to ensure coordination and efficiency in their actions related to source water protection.

Private Water Supply & Private Wastewater Treatment

- (5) The Parties recognize the importance of ensuring the safety of private water supply wells and private wastewater treatment under legislation such as the *Ontario Water Resources Act*, the *Environmental Protection Act* and the *Safe Drinking Water Act*.
- (6) Planning for private water supply wells and private wastewater treatment means activities necessary to undertake hydrogeological assessment of development applications with respect to private servicing under the *Planning Act*, *Environmental Protection Act*, and *Ontario Water Resources Act* and in accordance with the Technical Guideline for Individual On-Site Sewage Systems: Water Quality Impact Risk Assessment (Procedure D-5-4) and Technical Guideline for Private Wells: Water Supply Assessment (Procedure D-5-5) and includes but is not limited to:
  - a. the scoping and review of hydrogeological studies (stage 1 and 2) to confirm the individual on-site water and sewage servicing potential of proposed developments, potential adverse impacts to adjacent neighbouring wells and groundwater resources and natural features are assessed; and
  - b. the preparation of a written compliance assessment for any submitted reports and potential further requirements/conditions for development applications.
- (7) The Parties will collaborate to ensure coordination and efficiency in their actions related to private water supply and private wastewater treatment, as it relates to Source Water Protection (Region) and regulated natural

features (Conservation Authorities), however, the review and approval of private water and wastewater systems in the Rural Area will be the responsibility of the local municipality.

#### Site Contamination

- (8) The Parties recognize the need to address site contamination as part of relevant Local Municipal planning processes.
- (9) Planning for Non-Potable Ground Water Site Condition Standards (SCS) means activities necessary to assess soil, groundwater and sediment impacts for the redevelopment of a contaminated or potentially contaminated site in accordance with Part IX, Section 35 of Records of Site Condition (O. Reg. 153/04) and includes but is not limited to:
  - a. the screening of non-potable ground water SCSs requests for redevelopment sites;
  - b. the determination based on the review of site proximity to environmentally sensitive areas and/or located within a wellhead protection area, highly vulnerable aquifer, rural area, and review of potable well records within 250 meters and to provide confirmation if the Region is in agreement or objects to the proponent's proposed use of non-potable groundwater standards; and
  - c. the preparation of conditions for development applications related to non-potable standards.
- (10) The above matters will be addressed by the Region.
- (11) The determination of the need for studies/updates to studies, review, approval and acceptance of Environmental Site Assessments, Letters of Reliance and study updates as well as confirmation of Records of Site Condition in accordance with applicable regulations, guidelines and Ministry of the Environment Conservation and Parks requirements will be the responsibility of the Local Municipality.
- (12) The Parties will continue to collaborate to ensure coordination and efficiency in their actions related to site contamination.

### 9.3. Aggregates

- (1) The Parties recognize the importance of addressing natural environment and water-related matters when planning for aggregate resources.
- (2) The Region and the Conservation Authorities will participate in the processes related to planning for aggregate resources and provide comments in accordance with the roles and responsibilities identified in Section 3 of this MOU.
- (3) The Parties may use the Joint Agency Review Team approach to coordinate the review of aggregate resource applications. The Region's participation on a Joint Agency Review Team related to an aggregate resource application will be determined on an as needed basis in consultation with the relevant Local Municipality.
- (4) The Parties will continue to collaborate to determine the scope and content of the aggregate monitoring and related reporting carried out by the Region for pits and quarries that have been approved under the *Aggregate Resources Act* and other planning approvals, which includes information on:
  - a. maintenance of aggregate sites and activities database across Halton Region to inform the biannual State of Aggregates Report to Council;
  - b. where Adaptive Management Plans are conditions of approval for pits or quarries, Regional staff will review data, implementation and reporting to confirm that the plans are being implemented to protect water resources, private well users, and natural features;
  - c. oversight and review of deliverables for other Legal Agreements related to pits or quarries, including letters of credit related to rehabilitation and mitigation measures; and,
  - d. proposed updates to the *Aggregate Resources Act* and related ERO postings.
- (5) The Parties will continue to collaborate to ensure coordination and efficiency in their actions related to aggregates.



#### 9.4. Natural Hazards

(1) The Parties will work together to mitigate potential risk to public health or safety or of property damage or destruction from natural hazards, including risks that may be associated with impacts of a changing climate.

(2) In the planning context, this may include but is not limited to:

a. requiring technical studies in support of Comprehensive and *Area-Specific Official Plan Amendments* to assess and delineate natural hazards and wetlands, such as:

1. Subwatershed Studies; and,
2. *Natural Hazard Related Studies* (e.g., flood hazard mapping/modelling study, slope stability assessment, wetland water balance assessment)

the above studies are to provide recommendations for management and protection of regulated natural hazards and wetlands, including land use designations and development setbacks.

b. requiring Comprehensive and *Area-Specific Official Plan Amendments* and development applications to demonstrate:

1. that development and land use designations and zones are consistent with the recommendations of the above studies;
2. that development is appropriately directed to areas outside of hazardous lands and sites; and,
3. that risks related to natural hazards have been addressed (including prevention or mitigation) and public health or safety are not jeopardized or result in property damage or destruction in the event of a natural hazard.

c. collaborating with Conservation Authorities on *Aggregate Resources Act, Drainage Act, Environmental Assessment Act, and Niagara Escarpment Planning and Development Act* applications where a Conservation Authority may comment on the risks related to natural hazards arising from the proposal where the authority considers it

advisable, and to ensure activities conform to applicable regulations and policies under the *Conservation Authorities Act*.

- (3) To help develop an understanding of natural hazards and related risks, the Parties also agree to the following, as may be established through separate agreements, where necessary:
- a. support Conservation Authority mandatory programs and services related to developing and promoting awareness of and understanding and mitigating risks related to natural hazards, which may include but not be limited to the following:
    1. participating and providing technical/policy advice in Conservation Authority policy reviews/updates and technical studies;
    2. supporting Conservation Authority mapping initiative areas of natural hazards within the Conservation Authorities' area of jurisdiction;
    3. collecting and/or providing data and information; and,
    4. assisting in the development and/or implementation of plans, policies and/or public awareness initiatives.

## **10. DATA & INFORMATION SHARING**

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### **10.1.** The Parties agree:

- (1) to work together to define a screening map and guidelines to assist the Local Municipalities in determining when an application will be circulated for review.
- (2) that data sharing, data modelling, and GIS are important to gaining service efficiencies, enabling enhanced monitoring, and supporting better decision-making, and, will establish and/or participate on a working group to advance an open data approach among the Parties;
- (3) that data and information sharing must be approached in a manner that ensures data integrity and cyber-security and involves the Parties' respective information technology departments as required.

## **11. DISPUTE RESOLUTION**

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**11.1.** Where a dispute arises between two or more Parties pertaining to matters undertaken in accordance with this MOU, the Parties agree to practice resolution of the dispute utilizing the following principles:

- (1) agree to a fair process for mediation issues;
- (2) utilize a neutral facilitator, where appropriate and where available;
- (3) discuss the impasse item and avoid blame;
- (4) accept responsibility;
- (5) identify common agreement/ground;
- (6) identify all options to resolve; and,
- (7) select best option.

**11.2.** Where the steps in Section 11.1 fail, the matter will be forwarded in writing, detailing the disagreement, by applicable staff to the Area Planning Directors for resolution.

**11.3.** 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:

- (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;
- (2) the applicable CAOs will be convened to mediate and resolve any disagreements and notify the Councils of the Region, each Local Municipality, and the Conservation Authorities, as applicable.

## **12. DURATION & FORMAL REVIEW**

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- 12.1.** 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 is replaced by an updated or new MOU.
- 12.2.** This MOU shall undergo a mandatory review no more than two years from its effective date.
- 12.3.** This MOU may be reviewed at any time before the mandatory review if agreed to by the Parties.
- 12.4.** The mandatory review shall be overseen by the Parties' CAOs with any final recommended changes being subject to full agreement by all Parties.
- 12.5.** The addition of, or updates to, Schedules to this MOU may be made by the Parties as required, without a full or formal update to the MOU.

MOU FOR AN INTEGRATED HALTON AREA PLANNING SYSTEM – MAY 2024

Signed,

<p><b>CITY OF BURLINGTON</b></p> <p>DocuSigned by:                    Per: _____                  Name: Hassaan Basit                  Title: Chief Administrative Officer</p>	<p><b>TOWN OF HALTON HILLS</b></p> <p>Signed by:                    Per: _____                  Name: Valerie Petryniak                  Title: Town Clerk and Director of Legislative Services</p>
<p><b>TOWN OF MILTON</b></p> <p>DocuSigned by:                    Per: _____                  Name: Andrew Siltala                  Title: Chief Administrative Officer</p>	<p><b>TOWN OF OAKVILLE</b></p> <p>Signed by:                    Per: _____                  Name: Jane Clohecy                  Title: Chief Administrative Officer</p>
<p><b>THE REGIONAL MUNICIPALITY OF HALTON</b></p> <p>DocuSigned by:                    Per: _____                  Name: Jane MacCaskill                  Title: Chief Administrative Officer</p>	<p><b>HALTON REGION CONSERVATION AUTHORITY</b></p> <p>Signed by:                    Per: _____                  Name: Barbara Veale                  Title: Acting Chief Administrative Officer</p>
<p><b>CREDIT VALLEY CONSERVATION AUTHORITY</b></p> <p>Signed by:                    Per: _____                  Name: Quentin Hanchard                  Title: Chief Administrative Officer</p>	<p><b>GRAND RIVER CONSERVATION AUTHORITY</b></p> <p>Signed by:                    Per: _____                  Name: Karen Armstrong                  Title: Deputy Chief Administrative Officer,                  Secretary-Treasurer</p>

## DEFINITIONS

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***Area-Specific Plan*** – see Official Plan Amendment, Area-Specific

***Area Servicing Plan*** is a study that expands on the water and wastewater servicing strategies identified in Halton Region’s most recent infrastructure master plans to guide future growth and development in a specific area. An *Area Servicing Plan* provides conceptual servicing strategies to provide a foundation and framework for planned growth; supports confirming existing or planned infrastructure capacity; and identifies a framework that can be used by Functional Servicing Reports in support of future development applications within the area.

***Area Transportation Plan / Study*** is a study that builds on the transportation strategies identified in Halton Region’s most recent infrastructure master plans and assesses the potential effects caused by a proposed Area-Specific Plan or site-specific development on Regional and local roadways and identifies required roadway and access improvements needed to ensure that the roadway system will operate at an acceptable level as the area develops and/or upon completion of a proposed development.

***Enhanced Functional Servicing Report*** is a study completed by a development proponent, in instances where all Parties agree that completion of an *Area Servicing Plan* is not appropriate or feasible, in order to address, to the extent possible, water and wastewater servicing impacts and strategies, for both planned and existing infrastructure, for an area broader than and surrounding those owned by the development proponent.

***Natural Hazard Related Study*** means a study that assesses and delineates natural hazards in the context of urban/infill areas where the need for a Subwatershed Study may not be required, appropriate, or feasible.

***Official Plan Amendment, Comprehensive*** means a change to an Official Plan, or the repeal/replacement of an Official Plan, that implements or results from a comprehensive statutory review under the *Planning Act*.

***Official Plan Amendment, Area-Specific*** means a change to an Official Plan that relates to policies and/or designations for a specific geographic area (e.g., a new greenfield growth area, a redevelopment growth area, or an existing hamlet area).

***Official Plan Amendment, Issue-Specific*** means a change to an Official Plan that relates to a specific policy issue.

***Regional Infrastructure*** means Regional Water & Wastewater Infrastructure and Regional Transportation Infrastructure.

***Regional Water & Wastewater Infrastructure*** means the Regional water and wastewater systems, and components thereof, that provide the delivery of safe, clean drinking water to homes and businesses, and, that address the collection and treatment of wastewater before returning the treated water to the environment.

***Regional Transportation Infrastructure*** means the Regional road network, and components thereof, that provides services to a range of users, including the movement of vehicular traffic, active transportation users, transit, and goods and farming equipment. Regional Transportation Infrastructure also includes noise barriers within a Regional road allowance and the stormwater management infrastructure directly related to the Regional road network.



## SCHEDULES

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### Schedule 1 –Guidelines, Protocols & Implementation Documents

- (1) This Schedule identifies for reference, in Table A, guidelines, protocols, and implementation documents that support addressing the Region’s responsibilities as identified in Section 3 of this MOU through Local Municipal planning processes.
- (2) This Schedule will be updated on a periodic basis, without an update to the overall MOU, to identify the status of relevant guidelines, protocols, and implementation documents.

**Table A**

Document Reference Name
Standard Terms of Reference for Area Servicing Plans
Standard Terms of Reference for Area Transportation Plans/Studies
Functional Servicing Report (FSR) Guidelines
Transportation Impact Study (TIS) Guidelines
Urban Services Guidelines
Noise Abatement Guidelines and Policy
Highway Dedication Guidelines
Regional Right-of-Way Guidelines
Access Management Guideline and By-law
Development Design Guidelines for Source Separation of Solid Waste
Guidelines for Hydrogeological Studies & Best Management Practices for Groundwater Protection
Protocol for Reviewing Development Applications with Respect to Contaminated or Potentially Contaminated Sites

- (3) The last update to Table A occurred in April 2024.