

SERVICE AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF PERTH
(hereinafter referred to as the "Town")

AND

THE RIDEAU VALLEY CONSERVATION AUTHORITY
(hereinafter referred to as the "Conservation Authority" or "CA")

Date: May, 2022

1. PURPOSE:

The purpose of this Memorandum of Agreement is to establish the framework within which the Rideau Valley Conservation Authority will provide specific plan review and technical clearance services to the Town of Perth.

The agreement describes the services in addition to those activities that the CA normally undertakes as part of their own legislated mandate or by agreement with others.

2. GENERAL

- 1) This Agreement applies within the entire jurisdiction of the Town.
- 2) The CA will have on staff, or retain for the duration of this agreement, qualified professionals to undertake the requirements of the Memorandum of Agreement.
- 3) The Town requires the CA's expertise for technical review of reports supporting development proposals in accordance with SECTION 6 – Service Delivery Standards.
- 4) The CA acknowledges that the Town is the approval authority for those planning applications for which technical review is required from the CA pursuant to this Agreement.
- 5) This Agreement may be amended by mutual agreement from time to time to reflect changes in programs, funding and personnel in both parties or changes in provincial policy.

3. DEFINITIONS

"Board" - The Board of Directors of the CA.

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

"Provincial Plan" means,

- a) a development plan approved under the Ontario Planning and Development Act, 1994,
- b) a growth plan approved under the Places to Grow Act, 2005,
- c) a designated policy as defined in section 3 of the Great Lakes Protection Act, 2015,
- d) a designated Great Lakes policy or a significant threat policy, as those terms are defined in subsection 2 (1) of the Clean Water Act, 2006, or
- e) a prescribed plan or policy or a prescribed provision of a prescribed plan or policy made or approved by the Lieutenant Governor in Council, a minister of the Crown, a ministry or a board, commission or agency of the Government of Ontario;

"Technical Clearance" - Assessing technical reports submitted by the proponent to determine if the reports satisfy the CA conditions through a comprehensive study (e.g. Site stormwater management report, geotechnical report, etc.) or plan review process and in order to clear the conditions.

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

4. LAND USE PLANNING ROLES AND RESPONSIBILITIES

The Town commits to:

1. Identify the application and required technical studies listed in SECTION 6 – Service Delivery Standards – for circulation to the CA.
2. Transfer necessary policies, maps, documents and revisions/amendments required to undertake technical plan review.
3. Retain consultants where, in the opinion of the Town or the CA, there may be a real or perceived conflict of interest.
4. Ensure the fees charged by the CA are fair and reasonable for those functions undertaken within this Agreement.
5. Agree to defer decisions on applications pending full payment by the Applicant to the CA.
6. Agree to cover the costs for CA staff to prepare and attend Ontario Land Tribunal hearings in support of decisions and positions taken by the Town arising from the technical review service where extraordinary costs are incurred.
7. Provide an evaluation of the CA participation in the delegated approval function on a periodic basis.
8. Collect the initial plan review fee from the applicant on behalf of the CA.

The Conservation Authority commits to:

1. Provide a technical review of reports submitted by the Town in accordance with SECTION 6 – Service Delivery Standards – on a fee for service basis with the applicant.
2. Review technical studies in the context of the policies of the County Official Plan, local Official Plan, consistent with the Provincial Policy Statement and any other relevant associated guidelines.
3. Provide detailed comments on the technical studies and, as required, recommend conditions of approval.
4. Provide technical clearance of any conditions resulting from technical studies.
5. Provide comments within 30 days of a request for comments from the Town and receipt of a complete and adequate study and/or other relevant information from the applicant.
6. Make provisions for staff to attend Ontario Land Tribunal hearings as required, with respect to their review and technical clearance and to provide a fair accounting to the Town where extraordinary costs are incurred.
7. Make provisions for staff to attend pre-consultation meetings with the applicant and other application related meetings such as Council or Committee meetings.
8. Report and provide guidance to the Town where there may be a perceived conflict of interest.

9. Collect data through the terms of this Agreement to contribute to the evaluation of the effectiveness of this Agreement. This will include, but not be limited to, the actual cost and time required to perform the functions and the effectiveness of approval conditions in achieving planning objectives.

5. OTHER RESPONSIBILITIES

- 1) Nothing in this agreement precludes the Conservation Authority from commenting to the Town, and implementing their regulatory responsibilities, as they would normally exercise their rights under the *Planning Act*, the *Conservation Authorities Act*, *Environmental Assessment Act*, delegated responsibilities, or other applicable legislation.
- 2) Nothing in this Agreement precludes the Town from exercising responsibility under the *Municipal Act*, *Planning Act* or any other statutory requirement.
- 3) Nothing in this Agreement precludes the parties from respectfully disagreeing with comments provided by the other party.
- 4) Where the CA is in conflict between legislated responsibilities and the responsibilities of this Agreement, the Town may seek third party options.

6. SERVICE DELIVERY STANDARDS

- 1) The following planning applications are those for which the Town has approval authority. The Town or its agent will circulate them to the CA for technical review when deemed necessary by the Town:
 - a) Official Plan Amendments
 - b) Zoning By-law Amendments
 - c) Site Plan Control Approvals
 - d) Minor Variances
- 2) The specific technical review functions for which the Town will seek information of the CA are:
 - a) Review proponent prepared Environmental Impact Statements for wetlands, areas of Natural and Scientific Interest (ANSI) as well as fish habitat, wildlife, woodlots, etc.
 - b) Review of studies that support applications affected by environmental constraints including organic soils and unstable slopes.

- c) Conduct third-party review of site drainage plans including stormwater management reports, hydrologic function , sediment and erosion control plans.
 - d) Floodplain management issues
- 3) The CA and Town shall mutually agree on timeframes for technical review. The Town shall identify required timeframes associated with each review, that will be no less than 14 calendar days excluding statutory holidays. Where no timeframe is established, the CA will strive to review documents within 30 calendar days excluding holidays. It is noted that timeframes may be required to be extended or reduced based on the scope or complexity of technical review and required staff resources.

The Town shall also advise the CA, with adequate notice, of legislative dates required to achieve *Planning Act* requirements.

Where additional review time is required, including review of resubmissions, the CA shall advise of expected timelines and shall provide updates to the expected timeframe accordingly.

7. CONSERVATION AUTHORITY FEES

- 1) The Town shall collect on behalf of the CA initial planning application review fees for preliminary review. The CA shall provide the Town a schedule , updated annually , for planning review services.
- 2) Additional technical review fees shall be invoiced by the CA directly to the applicant. The Town shall provide the CA with contact information to allow for independent collection of technical review fees .

8. TERMS OF THE AGREEMENT

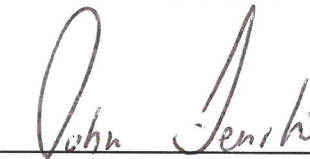
- 1) The Town and Conservation Authority agree:
 - a) The term of this Agreement shall be for a period of two (2) years from the date of execution by the Town and the Agreement shall be automatically extended for additional two (2) year terms, on the same terms and conditions as contained herein at the discretion of the Town and the Conservation Authority, until terminated by any of the parties in accordance with subsection 8.2 herein.
 - b) That the Town and Conservation Authority will review this Agreement , to consider changes in programs of the parties or changes in provincial policies, at least six (6) months prior to the expiry of each two (2) year term. The Town's CAO or Planning Department will monitor the Agreement and its expiry.

- 2) Any party may terminate this Agreement at any time upon delivering three (3) months written notice of termination, by prepaid registered mail, to all other parties, which notice shall be deemed to be received on the third business day from the date of mailing.
- 3) Any notice to be given pursuant to this Agreement shall be delivered to the parties at the following addresses:

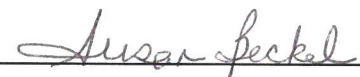
Town of Perth
80 Gore Street
Perth, ON
K7H 1H9
Attention: Clerk

Rideau Valley Conservation Authority
3889 Rideau Valley Drive
Manotick, ON K4M 1A5
Attention: General Manager

THE CORPORATION OF THE TOWN OF
PERTH



John Fenik, Mayor




Susan Beckel, Clerk

Date: JULY 8, 2022

RIDEAU VALLEY CONSERVATION
AUTHORITY

Sommer Casgrain-Robertson
General Manager



Date: October 19, 2022