

PROTOCOL AND SERVICE AGREEMENT
FOR
PLAN REVIEW AND THE PROVISION OF ADDITIONAL SERVICES
BETWEEN
THE TOWNSHIP OF SPRINGWATER
(The Township)
AND
NOTTAWASAGA VALLEY CONSERVATION AUTHORITY (NVCA)
SEVERN SOUND ENVIRONMENTAL ASSOCIATION (SSEA)

JUNE 24, 2016

This document is available in
alternative formats. Contact NVCA at
705-424-1479 or admin@nvca.on.ca
for more information.

Context

One of Springwater's Critical Success Factors states that "preserving the natural environment is essential for maintaining community sustainability". This success factor is carried out in part through the review of and preparation of comments on development applications and the implementation of stewardship projects, water quality/quantity monitoring, tree planting, source water protection and education. This is a shared responsibility with the Township, NVCA and SSEA. This Protocol and Service Agreement serves to guide the NVCA and SSEA in assisting the Township to carry out their shared responsibility.

Specifically, through this Protocol and Service Agreement, the Township seeks technical assistance from the NVCA and SSEA with preparing comments related to plan review and technical assistance. NVCA possesses technical expertise as per their mandated responsibilities under the Conservation Authorities Act that are a benefit to the Township when dealing with plan review and technical clearance matters related to natural heritage and natural hazards. This Protocol and Service Agreement also ensures that overlap between these organizations, in the northern portion of the Township where both NVCA and SSEA operate, will be minimized when providing additional services to the Township (refer to Map in Appendix 1).

This Protocol and Service Agreement is not a delegation of authority to the NVCA and SSEA to determine the Township's position on land-use planning matters.

1. Definitions

a) "Plan Review" means:

- i) Reviewing of development applications, licenses, permits and/or other permissions under the Planning Act, Conservation Authorities Act, Clean Water Act, the Aggregate Resources Act, Water Resources Act (for review of permits to take water where applicable) in a timely manner;
- ii) Identifying the need for and review of technical reports; and
- iii) Specifying conditions of approval.

b) "Technical Clearance" means:

- i) Assessing technical reports submitted by the proponent to determine if the reports satisfy the conditions specified; and
- ii) Clearing the conditions.

2. The Purpose of this Protocol and Service Agreement is to:

- i) Streamline the municipal plan review process as it relates to Provincial and local interests where opportunities exist. (moved this to i)
- ii) Establish the parameters of the plan review and technical clearance assistance expertise that the NVCA and SSEA shall provide to assist the Township to make decisions on planning applications that involve Source Protection Policies in the Severn Sound Source Protection Area (SSSPA) and Nottawasaga Valley Source Protection Area *NVSPA) when requested by the Township's appointed Risk Management Official or the Township Planning Department;
- iii) Ensure that duplication is minimized in relation to both plan input and review, source water protection and additional services as outlined in Appendix 2; and

3. Statement of Principles

For the purpose of this Protocol and Service Agreement, it is understood and agreed by the parties that:

- i) The NVCA shall review and provide comments on development applications, licenses, permits and/or other permissions and provide advice in the context of applicable area municipal and Provincial policy and legislation, County of Simcoe Official Plan and the policies and land use designations of the Township of Springwater Official Plan, Zoning By-law and other strategic municipal documents, Subwatershed plans and NVCA policy documents and other legislation as may from time to time be enacted. NVCA will provide advice on planning applications that involve Source Protection Policies in the NVSPA watershed when requested by the Township's appointed Risk Management Official or the Township's Planning Department.
- ii) The SSEA will provide advice on planning applications that involve Source Protection Policies in the portion of the Township located within the SSSPA when requested by the Township's appointed Risk Management Official or the Township's Planning Department ;
- iii) The goal of effective watershed management and environmental protection and enhancement, healthy rivers, safe drinking water, biodiversity and sustainable living will require the consideration of Provincial, County, and local scale natural resources as identified in official and secondary plans, or through municipal studies, watershed studies and sub-watershed studies, or area specific studies;

- iv) The NVCA and the SSEA shall provide comments and recommendations as outlined in 4(iii) and 4(iv) on planning matters circulated at the discretion of the Township subject to applicable jurisdiction such as amendments to the Township of Springwater Official Plan, zoning amendments and municipal studies;
- v) Nothing in this Protocol and Service Agreement precludes the NVCA and the SSEA from providing comments to the Township in accordance with their powers under the Planning Act, the Conservation Authorities Act and/or other applicable legislation;
- vi) Nothing in this Protocol and Service Agreement precludes the retention of consultants other than the NVCA and the SSEA to provide the plan review and technical clearance services identified in the protocol, when in the opinion of the Township or the NVCA/SSEA, utilizing the NVCA/SSEA as specified in this Protocol could result in a pecuniary/ownership conflict;
- vii) The Township and NVCA/SSEA may seek additional technical expertise in matters of Provincial/Local interest, from third parties, as required subject to the approval of the Township; and
- viii) Should the Township disagree with the comments and recommendations of the NVCA/SSEA, the parties shall meet to discuss their differences of opinion and strive for consensus.

4. Roles and Responsibilities

The Township of Springwater, the NVCA and the SSEA agree that:

- i) The Township is responsible for ensuring consistency with Provincial, County policies and the Township Official Plan with respect to Planning Act applications for which it has approval authority or otherwise comments on;
- ii) Any information or data sources provided by the Province or generated through municipal or watershed studies shall be shared where possible;
- iii) The NVCA will provide the Township with plan review and technical clearance services for relevant development applications, licenses, permits and/or other permissions under the Conservation Authorities Act, Clean Water Act (within the NVSPA watershed), the Ontario Environmental Assessment Act, , the Places to Grow Act, the Aggregates Resources Act and Water Resources Act to ensure they conform to the intent of the Township of Springwater Official Plan; are consistent with the Provincial Policy Statement; and are in conformity with all other applicable Provincial legislation and plans. The advice provided to the Township shall be provided in a timely fashion. The scope of the plan review and

technical clearance services shall include, but not be limited to, the following:

- Delineating and verifying where necessary the Core Areas of the Natural Heritage and Environmental Protection Areas, pursuant to the Township of Springwater Official Plan and establishing requirements and conditions to determine the need for and adequacy of studies (including environmental impact studies) to assess the impacts and propose mitigation restoration and/or enhancement measures related to:

Surface water, including:

- watercourses and valleylands
- natural hazards (flooding, erosion, hazardous sites)
- Kettle lakes
- Permanent and intermittent streams
- Seepage areas and springs
- Shorelines
- Wetlands
- Surface water quantity and quality including storm water management
- Baseflows

Groundwater, including:

- Groundwater recharge and discharge areas
- Groundwater quantity and quality
- Headwaters
- Underground aquifers

Terrestrial features/functions, including:

- Biodiversity within terrestrial features
- Ecosystem linkages and corridors
- Environmentally significant areas
- Landform conservation
- Species at risk/species of interest
- Valley stream corridors
- Areas of natural and scientific interest
- Woodlands

Habitats, including:

- Fish habitat
- Habitats of endangered, threatened and special concern species
- Wildlife habitat
- Wildlife corridors

- Identifying the need for a permit to take water (groundwater or surface water);

- Identifying the need for an application to be processed under the Conservation Authorities Act, the Lakes and Rivers Improvement Act, the Public Lands Act, the Endangered Species Act, or any other applicable legislation;
 - Assisting in the technical aspects of applying sustainable development standards and guidelines and smart growth principles;
 - Assisting in the technical aspects of applying alternative development standards as a best management practices for stormwater management purposes and enhancement of natural heritage features and functions consistent with provincial and local policies; and
 - NVCA will seek the assistance of SSEA regarding planning advice in the northern portion of the Township within the SSEA watershed as outlined in Appendix 1.
- iv) The SSEA will provide advice on planning applications that involve Source Protection Policies, in the portion of the Township located within the Severn Sound Source Protection Area, when requested by the Township's appointed Risk Management Official or the Township's Planning Department, including groundwater matters pertaining to Source Water Protection.

5. Services in northern Springwater Township

- i) Appendix 2 of this Protocol and Service Agreement identifies the services and programs which are to be provided by the NVCA and SSEA, within the northern portion of the Township, as outlined in Map 1, Appendix 1, and funded and/or partially funded by the Township.
- ii) The parties agree to share data with each other as per the data sharing protocol as set out in Appendix 3 to facilitate the efficient provision of services.
- iii) The parties agree to work together in a co-operative manner.
- iv) The parties agree that the delivery of the programs and services identified in Appendix 2 will be reviewed on an annual basis among the three parties to ensure the intent of the Protocol and Service Agreement is being satisfied, and that the Appendices will be modernized, as required, without updating the Protocol and Service Agreement.
- v) The Protocol and Service Agreement comes into effect on the date of signing by all Parties and continues in force and effect until September, 2021 and may be automatically extended upon written consent of all Parties, on the same terms and conditions contained herein at the discretion of the Township, NVCA and SSEA until terminated or amended.
- vi) Nothing in the Protocol and Service Agreement shall be constructed so as to prevent any Party from performing their statutory or contractual

obligations under any applicable legislation, such as the *Planning Act*, the *Conservation Authorities Act*, the *Municipal Act*, etc.

- vii) The annual review noted in iv) will be prepared in accordance with the format specified by the Township.

6. Term and Implementation

The Township, NVCA and SSEA agree:

- i) To review and amend this protocol periodically to reflect changes in programs of the parties or as a result of changes in Provincial policies or as a result of subsequent discussions;
- ii) To ensure staff through information sessions, and training workshops is aware of this protocol as required;
- iii) To continue to explore further opportunities to streamline the plan review process as it relates to Provincial, County and local interests;
- iv) To make provisions for the NVCA to attend Ontario Municipal Board Hearings to represent the Township's interests, upon the request of Township staff, with respect to the plan review and technical clearance services provided pursuant to this agreement, at no extra cost to the Township. If Township staff and/or legal representation are required to attend Ontario Municipal Board proceedings and matters of interest to the NVCA, Township staff and/or legal representation may attend to represent both agencies interests, at the mutual agreement of all parties;
- v) That nothing in this protocol shall limit the Township and/or NVCA/SSEA from independently appealing a decision to the Ontario Municipal Board;
- vi) That the fees for plan review and technical clearance services will be set by NVCA through their annual budget process approved by their board;
- vii) That the Township will not knowingly or without prior communication to the NVCA, issue building permits or provide final approval, if NVCA has not signed off on any application which may require a permit from NVCA under its Regulation or the applicant has not paid the NVCA fee.
- viii) That all information exchanged under this Protocol and Service Agreement is subject to the confidentiality and non-disclosure requirements of the Ontario Municipal Freedom of Information and Protection of Privacy Act.

7. Duplication of Service

The Township, NVCA and SSEA agree that best efforts will be made to minimize any duplication of service.

TOWNSHIP OF SPRINGWATER
2231 Nursery Road
Minesing, Ontario
L0L 1Y2



Mayor

Aug 31, 2016
Date



Chief Administrative Officer

August 31, 2016
Date

NOTTAWASAGA VALLEY CONSERVATION AUTHORITY
8195 8th Line
Utopia, Ontario
L0M 1T0



Chair



Chief Administrative Officer

June 24, 2016
Date

June 24, 2016
Date

SEVERN SOUND ENVIRONMENTAL ASSOCIATION
67 Fourth Street
Midland, Ontario
L4R 3S9



Chair

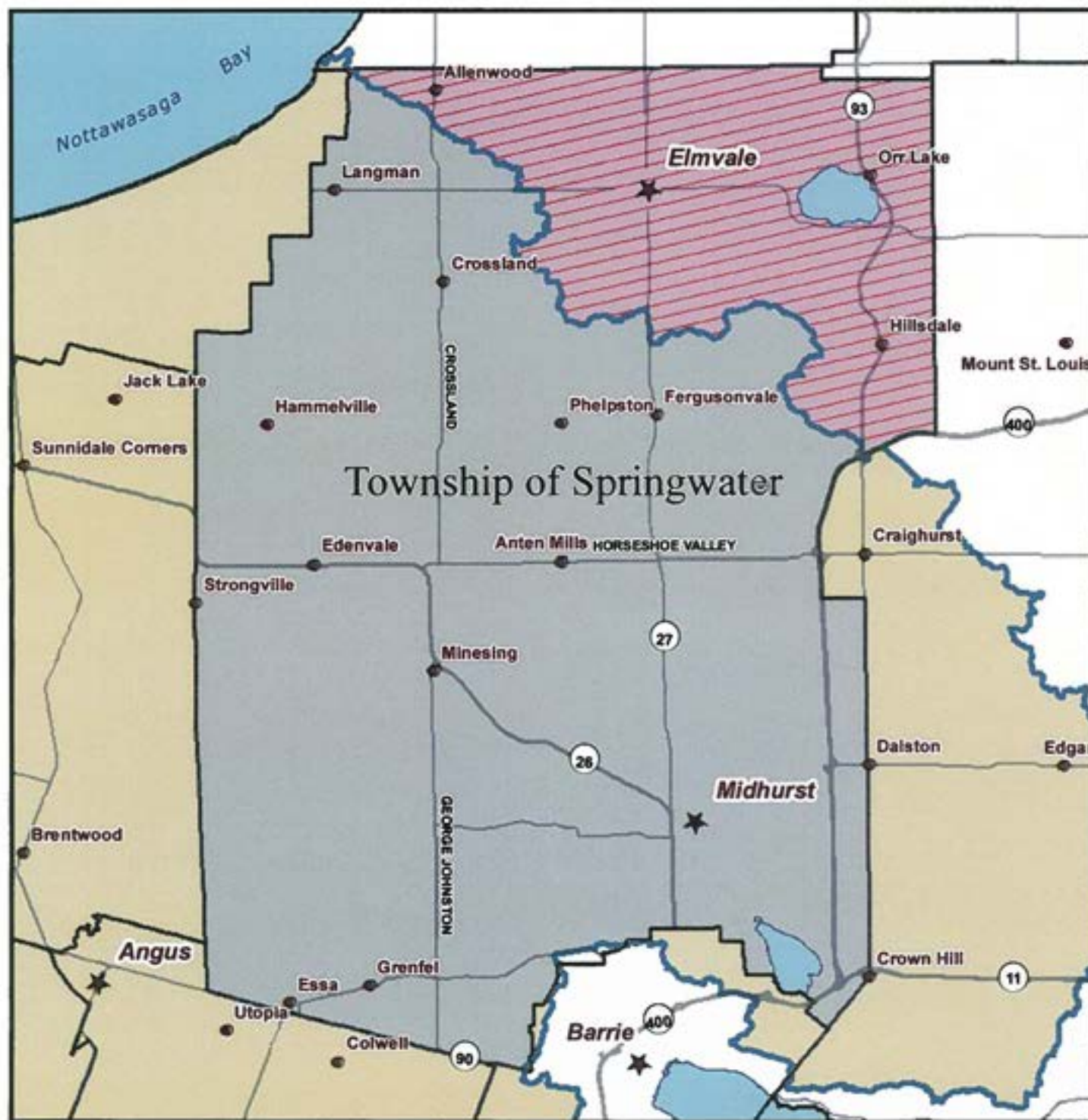
July 20, 2016
Date



Executive Director

July 20, 2016
Date

- Appendix 1- Map of Township of Springwater and NVCA/SEEA jurisdictions
Appendix 2 - Program and Service Delivery Chart – SSEA and NVCA
Appendix 3 - Data Sharing Protocol



Appendix 1



Township of Springwater

Program and Service Delivery Chart
Township of Springwater – Severn watershed
June 24, 2016

ACTIVITY	SSEA	NVCA
1. Water Quality Monitoring <ul style="list-style-type: none"> a. SSEA monitors tributary water quality as part of the PWQMN in tributaries flowing to Severn Sound b. SSEA monitors temperature for thermal habitat; stream benthos c. Rotational monitoring for benthics, instream temperature and baseflow every 5 years - See Note 1 	X X X	
2. Orr Lake Water Quality Survey <ul style="list-style-type: none"> a. SSEA monitors open lake quality May to Oct (bi-weekly) every five years.(2015 latest year) b. SSEA monitors flow downstream of dam in cooperation with the Township c. Winter Dissolved Oxygen monitoring - See Note 2 d. Orr Lake Headwater Report Card - See Note 3 	X X X X	
3. Source Water Protection <ul style="list-style-type: none"> a. SSEA offers assistance for Source Water risk management as requested by Appointed RMO/RMI for the Severn Sound watershed portion of the Township. 	X	
4. SSEA Provincial Groundwater Monitoring Network	X	
5. Plan Input, Review and Permitting <ul style="list-style-type: none"> a. NVCA comments on development applications in relation to natural hazards and natural heritage - See Note 4 b. NVCA updates wetland and forest cover annually for plan review 		X X
6. NVCA Curriculum Based Environmental Education		X
7. Conservation Land ownership NVCA owns 3 properties in Springwater (103 hectares)		X

ACTIVITY	SSEA	NVCA
8. Water Quantity a. NVCA Flood Warning and Advisory Services b. NVCA Low Water Response c. NVCA water quantity gauge monitoring (Orr Lake Dam and Elmvale STP)		X X X
9. Stewardship Projects - See Note 5 a. SSEA and NVCA – federal LSGB Community Stewardship Program b. NVCA Healthy Waters	X 	X X
10. Tree Planting and Distribution - see Note 5 a. SSEA Tree distribution –Springwater participates b. SSEA community tree plants c. NVCA Landowner Reforestation Program	X X	 X

Notes:

1. NVCA and SSEA staff have agreed that SSEA should assume this responsibility subject to discussion by both parties.
2. SSEA and NVCA staff agreed that SSEA should assume this responsibility subject to discussion by both parties.
3. Much of the Wye River work noted above is focused around Orr Lake and its tributaries as part of the Orr Lake Report Card. The Report Card is produced every five years. The next Report Card is due in 2017. NVCA and SSEA staff have agreed that this should be a SSEA responsibility.
4. SSEA and NVCA staff have agreed that NVCA should have the responsibility for planning advice and permitting in Springwater. NVCA and the Township will seek advice from SSEA on planning matters when Source Protection Plan policies apply.
5. SSEA and NVCA are both involved in stewardship and tree planting; however, they focus on different properties and grant applications ensuring that there is no duplication.

Recommendations:

It is recommended that any movement of programs between the SSEA and NVCA, as outlined in red above, have further discussion with Springwater the Orr Lake Ratepayers Association and the Boards of SSEA and NVCA.

Appendix 3
Data Sharing Protocol
June 24, 2016

The purpose of this Data Sharing Protocol is to provide a basis for dialogue on the data collected between the respective parties that will aid in their respective responsibilities within the portion of the Township of Springwater in the Severn Sound watershed (see Appendix 2).

Data collected within the area shown in Appendix 1, by the individual parties should be shared unless there is some legal copyright on the data. In many cases the data is already available through sources accessible by the Protocol and Service Agreement parties (e.g. County of Simcoe, MNR, MOECC). Routine monitoring data, once received, is assembled and prepared in data sets after each year of collection and will be shared once, the data is checked for accuracy and assembled in an accessible form by February 1st of the following year, unless otherwise agreed to by the parties.

NVCA and SSEA agree to acknowledge use of data collected by the respective partner in reports and products. In most cases, data available through data-use agreements between the OGDE or other project partners will require a direct approach to those agencies by the requesting party. NVCA and SSEA data (i.e. generated by the NVCA or SSEA) will be subject to a blanket data-use Agreement. All data will be housed at the County of Simcoe data warehouse for access by the other partners.

There will be no cost associated with the data-use agreement. Neither SSEA nor NVCA will disclose third-party information without written permission from the third party.