

THIS AGREEMENT dated this 29th day of January, 2001,

BETWEEN:

CITY OF TORONTO
(hereinafter called the "City")

OF THE FIRST PART

- and -

TORONTO AND REGION CONSERVATION AUTHORITY
(hereinafter called the "TRCA")

OF THE SECOND PART

WHEREAS by adoption of Clause No. 2 of Report No. 9 of the Planning and Transportation Committee on October 3, 4 & 5, 2000, City Council authorized the City to enter into an agreement with the TRCA to streamline the development approvals process for development applications received under the *Planning Act*;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Two Dollars (\$2.00) now paid by the City to the TRCA (the receipt and sufficiency of which is hereby acknowledged) and for other good and valuable consideration and in consideration of the mutual covenants herein contained, the TRCA and the City hereby agree as follows:

1. Purpose

This Agreement outlines the responsibilities of the City and the TRCA for:

- (1) review by TRCA of development applications and supporting studies received under the *Planning Act* by the City;
- (2) type of conservation services TRCA will provide the City; and
- (3) collection of fees by the City on behalf of TRCA.

Generally, the Commissioner of Urban Development Services or her designate (the "Commissioner") will implement this Agreement on behalf of the City.

2. Term of Agreement

- (1) The term of this Agreement is three (3) years, commencing on the 1st day of February, 2001 and expiring on the 31st day of January, 2004.
- (2) This Agreement shall be automatically extended for additional three-year terms, on the same terms and conditions as contained herein at the discretion of the

APPROVED AS TO FORM

For H.W. OSMOND DOYLE
City Solicitor

Commissioner and TRCA, until terminated by either party in accordance with subsection 2(3) herein. Notwithstanding the above, the Screening Area Map (the "Map") attached as Schedule "A" to Appendix 1 attached hereto may be updated at any time at the discretion of the Commissioner and TRCA. The Commissioner and TRCA will review this Agreement, to consider changes, at least three months prior to the expiry of each three-year term. The Commissioner may make editorial changes to this Agreement without reporting to City Council.

(3) The City or TRCA may terminate this Agreement at any time, upon providing to the other party at least thirty days written notice of termination, by prepaid registered mail. Notice is deemed to be received on the third business day from the date of mailing except in the event of a disruption in postal service, in which case notice shall be delivered and deemed to have been received on the date of delivery.

(4) Any notice given by the City or TRCA will be delivered at the following address:

(a) in the case of notice to the City to:

Commissioner of Urban Development Services
Toronto City Hall
12th Fl., East Tower
100 Queen Street West
Toronto, ON M5H 2N2

(b) in the case of notice to the TRCA to:

Toronto and Region Conservation Authority
5 Shoreham Drive
Downsview, ON M3N 1S4

Attention: Jane Clohecy
Manager of Development Services

3. Responsibilities

The City and TRCA agree:

Part A - Review of Development Applications

(1) The Commissioner will screen development applications received under the *Planning Act*, and will forward to TRCA those applications, which require the review and comment of TRCA. The Commissioner will screen the applications in accordance with the screening procedure set out in Appendix 1 attached to this Agreement.

- (2) It is acknowledged that the areas of TRCA interest and their boundaries, as shown in the Map are generally defined. The Map is intended to be used by the Commissioner as a guide for determining which applications should be forwarded to TRCA for review and comment. The Commissioner will use best judgement in interpreting the Map to determine which applications are wholly or partly in the TRCA areas of interest, and therefore should be forwarded to TRCA for review and comment. The Commissioner will not be held responsible for the interpretation of the Map that may result in applications forwarded or not forwarded to TRCA for review and comment.
- (3) The City will implement stormwater quality and quantity controls on site to the extent practical in accordance with City policies. The City will implement stormwater controls in accordance with the recommendations of the City's Wet Weather Flow Management Plan, once it has been completed.

Part B – General Description of TRCA Services

- (4) TRCA will provide the City with the following conservation services:
 - (a) information and analysis of natural features and functions, such as: significant wetlands; significant wildlife habitat; significant woodlands; significant valley lands; significant areas of natural and scientific interest; habitat of endangered and threatened species; fish habitat; flood and erosion hazards from dynamic beaches, watercourses and valley lands; ground water recharge areas; and ground water and surface water quantity and quality;
 - (b) provide input into determining the need for and the adequacy of environmental studies to assess and mitigate potential impacts on the natural features and functions identified in subsection 3(4)(a) above;
 - (c) establish appropriate requirements and conditions to assess and mitigate potential impacts on the natural features and functions identified in subsection 3(4)(a) above;
 - (d) identify the need for a ground water and surface water-taking permit;
 - (e) identify the need for an application and the work to be conducted under the federal Fisheries Act; and
 - (f) identify the need for an application under the provincial Lake and Rivers Improvement Act, or any other legislation.
- (5) TRCA will review and provide comments on development applications in the context of the approved or City Council adopted Official Plans and amendments, and other relevant municipal policy documents and programs endorsed by City Council.

- (6) TRCA will review and provide comments on matters related to subsection 3(4)(a) above, on City-initiated planning matters, such as Official Plans, Official Plan amendment applications, and studies. TRCA will not charge a fee for this service.
- (7) TRCA will review, identify issues and provide comments on development applications and studies in a timely manner, generally within 4 weeks of the date of receiving the request for comments from the Commissioner. TRCA will endeavour to be involved in pre-consultation on development proposals to identify issues and solutions early in the development approvals process.
- (8) Nothing in this Agreement prevents TRCA from reviewing and commenting on any matter, as TRCA would normally exercise its rights.
- (9) TRCA will make provisions to attend Ontario Municipal Board hearings to support the City with the review of development applications outlined in this Agreement, at no cost to the City. Notwithstanding the above, TRCA may, at its discretion, appeal any development application to the Ontario Municipal Board for a hearing.
- (10) TRCA has provided the Map and the TRCA and the Commissioner may propose changes to the Map from time to time. TRCA and the Commissioner will provide the acceptable rationale for all proposed changes to the Map, and the changes shall be acceptable to both TRCA and the Commissioner. Changes to the Map may be made without reporting to City Council or the TRCA's Board.

Part C – Collection of Fees

- (11) TRCA will set and approve fees for the review of development applications that the Commissioner has screened and determined to be in an area that TRCA may have an interest. TRCA will provide the Commissioner with a Schedule of Fees and revised Schedule of Fees, as appropriate.
- (12) The Commissioner will collect the TRCA's "preliminary analysis of development applications" fee from applicants in the form of a cheque payable to TRCA. The Commissioner will forward the preliminary analysis fee to TRCA in a timely manner. The Commissioner will attach the TRCA service fees information sheet and invoice sheet, to be produced and provided by TRCA, to development application forms for the purpose of informing applicants of the TRCA fees, and of the possibility that the Commissioner will collect the preliminary analysis fee on behalf of TRCA. The Commissioner will make a reasonable effort to inform applicants of the TRCA preliminary analysis fee and to collect the fee on behalf of TRCA. If the preliminary analysis fee is not submitted to the Commissioner, it will be the responsibility of TRCA to collect the fee from the applicants. The Commissioner shall not delay the processing of applications because the TRCA preliminary analysis fee has not been received.

- (13) In the event a cheque collected by the Commissioner and forwarded to TRCA is delinquent, TRCA will be responsible for follow-up actions to collect the fee from the applicant. Notwithstanding delinquent fees, TRCA will review and provide comments on development applications and studies in a timely manner, generally within 4 weeks of the date of receiving the request for comments from the Commissioner.
- (14) In addition to the preliminary analysis fee described in this Agreement, TRCA will be responsible for collecting additional fees for its services as set out in the TRCA Schedule of Fees.
- 4. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have signed this Agreement.

SIGNED, SEALED AND DELIVERED

Authorized by Report No 9(2) of
 the Planning and Transportation Committee
 adopted in Council on the 3rd of Apr, 2002
 day of October, 2002

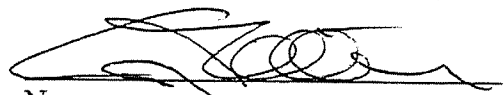
 City Clerk

CITY OF TORONTO

 Clerk

 Treasurer

**TORONTO AND REGION
CONSERVATION AUTHORITY**



Name: _____
Title: **J. Craig Mather Secretary -Treasurer**



Name: _____
Title: **DICK O'BRIEN, CHAIR**

I/We have authority to bind the
Toronto and Region Conservation
Authority

Appendix 1

Screening Procedure for the Review of Development Applications

Part A - Development Applications

1. The Commissioner will forward to TRCA for review and comment development applications and supporting environmental reports, received under the *Planning Act*, which are wholly or partly in the TRCA screening area, as identified in the Screening Area Map attached hereto as Schedule "A". In addition, development applications which abut the TRCA screening area may be forwarded to TRCA if, in the opinion of the Commissioner, evaluation of the application by TRCA will assist the City in making an appropriate decision.
2. Development applications include applications for: amendment to the official plan; rezoning and changes to Minister's Zoning Orders; plans of subdivision; consents; and site plans. An application for minor variance or a plan of condominium wholly or partly in the TRCA screening area may be circulated to TRCA for review and comment if, in the opinion of the Commissioner, evaluation of the application by TRCA will assist the City with making an appropriate decision. In the circumstance of multiple development applications submitted concurrently or at separate times, for the same development proposal, the Commissioner shall circulate all development applications to TRCA.

Part B – City-initiated Studies

1. The Commissioner will forward to TRCA for review and comment all studies initiated by the City's Urban Development Services Department, which are wholly or partly in the TRCA screening area. Such studies may include secondary plans for areas in the City, policy amendments to the official plan, and sub-watershed reports.

Part C - Other

1. Notwithstanding Parts A and B above, the Commissioner may forward to TRCA any development application or study for comment and review if, in the opinion of the Commissioner, evaluation by TRCA will assist the City with making an appropriate decision.