

THIS SERVICE LEVEL AGREEMENT for environmental assessment and permit review, effective January 1, 2022 (the “**Effective Date**”)

B E T W E E N:

THE REGIONAL MUNICIPALITY OF PEEL

(the “**Region**”)

- and -

CREDIT VALLEY CONSERVATION AUTHORITY

(“**CVC**”)

RECITALS

- A. CVC is a conservation authority established under the *Conservation Authorities Act* (the “**Act**”);
- B. The Region is responsible for public works infrastructure and is located partly within the area under the jurisdiction of CVC;
- C. As a conservation authority, CVC’s purpose under the Act is to provide programs and services that further the conservation, restoration, development and management of natural resources within its jurisdictional watersheds, and the Region has a responsibility to ensure the protection and management of the natural environment and such protection and responsible management is engaged under some of the Region's public works and infrastructure projects.
- D. CVC has regulatory authority under the Act for certain natural hazards, and provides expertise, guidance, and technical assistance with regard to protection and responsible management of the natural environment;
- E. The Act permits CVC to provide mandatory and non-mandatory programs and services to a municipality as prescribed under the Act, some of which may require a memorandum of understanding or such other agreement as may be entered into with the municipality;
- F. The Region is requesting CVC to provide expedited environmental assessment and permit review services for public works infrastructure projects, in lieu of the Region paying Plan/EA review, permit and expedited service fees on a project-by-project basis;
- G. The user pay services described in this Agreement are not currently included in those services funded through the CVC annual levy negotiated with the Region. Such a practice will continue, unless the Region determines that levy is the appropriate funding source for these services;
- H. The Region and CVC wish to enter into this Agreement to document the terms and conditions for the programs and services to be provided by CVC;

NOW THEREFORE the parties hereto agree and covenant with one another as follows:

1. RECITALS AND INTERPRETATION

- 1.1. The recitals herein are accurate, true and form part of this Agreement.
- 1.2. **Definitions.** For the purposes of this Agreement, including the preceding recitals:
 - “**Act**” has the meaning set out in Recital A.
 - “**Agreement**” means this Service Level Agreement.
 - “**Applicable Laws**” has the meaning set out in Section 2.2.
 - “**CVC**” has the meaning set out in the names of the parties to this Agreement.
 - “**Effective Date**” has the meaning set out in the second line of this Agreement.
 - “**Region**” has the meaning set out in the names of the parties to this Agreement.
 - “**Services**” has the meaning set out in Section 2.1;
- 1.3. **Extended Meanings.** In this Agreement:
 - (a) Grammatical variations of any terms defined herein have similar meanings to such defined terms;
 - (b) Words in the singular include the plural and vice-versa; and
 - (c) The term “including” means “including without limiting the generality of the foregoing”.
- 1.4. **Headings.** The insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement, or be used to explain or clarify the clauses or paragraphs below which they appear.
- 1.5. The attached appendices form part of this Agreement.

2. SERVICES

- 2.1. CVC will supply to the satisfaction of the Region, those services as set forth in Appendix A, hereinafter referred to as the “**Services**”.
- 2.2. CVC and the Region will comply with all laws, rules, by-laws and regulations applicable to it in relation to the Services provided under the Agreement, including due to health, environmental, social, emergency or other factors including the COVID-19 pandemic regulatory measures (“**Applicable Laws**”). Any breach or breaches of any Applicable Laws, whether by CVC, the

Region, or any of its sub-contractors, may result in the immediate termination of the Agreement and the forfeiture of all sums owing to CVC by the Region.

3. AGREEMENT ADMINISTRATION AND COMMITTEE

- 3.1. To facilitate continued improvement in collaboration, working relationships and to enhance service performance between CVC and the Region this Agreement will be managed through coordination committees.

4. SCOPE OF WORK

- 4.1. To facilitate increased collaboration between CVC and the Region, ensure projects maintain efficient and expedited timelines, and deliver accurate, effective and customer focused services, CVC will:
- (a) Work collaboratively with Region staff on unique and system critical infrastructure initiatives to create an expedited and consistent path to project implementation – while appropriately balancing issues based on all applicable industry standards, environmental acts and regulations, and good planning and engineering principles;
 - (b) Review, and where needed, provide technical expertise for all stages of Region EA and detailed capital design projects, including pre-consultation, terms of reference development, requests for proposal, review of technical information, completing site visits and attending site meetings, and review of the draft and final project reports, and to ensure mutual interests and responsibilities are addressed;
 - (c) Review Region projects at the Environmental Assessment and detailed capital project design stages to ensure consistency with requirements under the *Conservation Authorities Act* (i.e. CVC permits), and confirm the interests, objectives, and tests of CVC's permit requirements may be satisfied to avoid duplication or delay in process as well as the timely issuance of a CVC permit and/or any applicable environmental licenses, approvals, permits and/or other permissions under all applicable acts and regulations;
 - (d) Work with Region staff to complete all required reviews in a timely manner to aid in maintaining established project schedules;
 - (e) Prioritize, in consultation with the Region, projects which require immediate attention due to complexity, timing and/or funding constraints;
 - (f) Provide timely response to any works identified as 'Emergency Works' by the Region including attending site meetings, reviewing proposed solutions and permit issuance and compliance;

- (g) Monitor unexpected workload changes and as needed, work with Region staff to amend staffing, and if necessary, the annual total budget estimate as mutually agreed between the parties pursuant to Subsection 8.1(c) below.
- (h) Provide presentations, training and/or workshops to strengthen the collaborative partnership between CVC and Region staff on topics such as the environmental assessment process from a CVC perspective, typical permitting requirements, submission expectations, and any other mutually beneficial topics;
- (i) Work with Region staff from time to time to develop and review additional resources (such as, but not limited to, guidelines, facts sheets, best management practices, etc.) to strengthen our working relationship and provide guidance on mutually beneficial topics;
- (j) Provide comments on submissions within the timeframes provided in Appendix A, or within a mutually acceptable timeframe as required;
- (k) Provide comments to the Region in a mutually acceptable format; and
- (l) Meet with Region staff monthly or as per the direction of the coordination meetings, or other mutually acceptable schedule, as required to discuss current and future projects.

4.2. The Region will provide a workspace for CVC staff, at the Region's expense, if the Region determines it beneficial to have a CVC staff person on site at a Region facility. During COVID-19 restrictions the CVC will fulfill the timelines set out in Appendix A by providing services via electronic interaction.

5. STAFFING REQUIREMENTS AND BUDGET

5.1. CVC's responsibilities with respect to facilitating the ongoing collaboration will include:

- (a) Personnel administration including hiring, training, managing, and maintaining in its employ the staff compliment described in the Staff Resources and Budget (Appendix B), who have the necessary skills and any other expertise, credentials, or other qualifications to effectively direct service delivery staff and to provide all services described in this Agreement;
- (b) Promptly addressing any concerns or issues regarding its staff as raised by the Region; and
- (c) Providing dedicated staff to review all Region submissions and prepare comments on applications in an expedited manner and in accordance with Appendix A.

- 5.2. The staff salaries used in the budget outlined in Appendix B include staff salaries and benefits (inclusive of EI, CPP, health insurance, pension, vacation pay, statutory holidays, etc.) as well as cost of living adjustments.
- 5.3. Budget estimates set out in Appendix B are based on the anticipated work for the Services, and include operational direction and oversight as well as administrative support, including the review of this Agreement, invoice and budget oversight, development of presentation and training materials, attending non-application specific training sessions and lunch and learns, etc. The budget estimate for the subsequent calendar year will be confirmed by June 30th of each preceding year based on projected workload information provided to CVC by the Region, pursuant to Subsection 6.1(i). Appendix B will be amended accordingly, commencing in 2023.

6. REGION OBLIGATIONS

- 6.1. To facilitate a timely review of all applications, the Region will:
 - (a) Provide to CVC:
 - (i) a detailed breakdown of projected environmental assessment, detailed design and permit applications by May 15th of each year to enable CVC to project future funding and staffing requirements. The summary should be updated through monthly meetings with CVC; and
 - (ii) all necessary documentation required to review and process Region applications in accordance with Appendix A and CVC review checklists available on CVC website.
 - (b) Ensure that all application packages:
 - (i) satisfy the requirements set out in Appendix A, and
 - (ii) take into account CVC policy and technical concerns, as identified in Appendix B.
 - (c) Provide Region staff with copies of Appendix A as appropriate.
 - (d) Recognize that CVC budget and staffing estimates are based on a review of up to two (2) complete submissions for routine applications (including final submission), and up to three (3) complete submissions for standard and complex submissions (including final submission), and that any additional submissions, or incomplete submissions, may impact service delivery of other applications under review at that time.

7. REPORTING

- 7.1. CVC will develop and maintain service delivery project tracking and reporting against agreed upon timelines including detailed reasons for any delays, to monitor service delivery performance and submit, as required and upon request;

7.2. A “Project Tracking Quarterly Summary” will:

- (a) Be prepared by CVC on a quarterly basis and be provided to the Region with a detailed breakdown to clearly list the projects facilitated and reviewed, including associated hours breakdown during each reporting period.
- (b) For each project show a detailed breakdown to include the specific hours worked by each member of the CVC team together with a detailed breakdown of hours related to administrative tasks.
- (c) Allow for changes to the reporting requirements, from time to time, by agreement at the request of either party, without amendment to this Agreement.
- (d) Be submitted on a quarterly basis to the Region’s General Manager, Water and Wastewater (or their delegates) in conjunction with the Invoice noted below in Section 8.

8. FEES & INVOICING

8.1. Invoices will:

- (a) Be provided to the Region’s General Manager, Water and Wastewater (or their delegates) on a quarterly basis;
- (b) Be based on actual costs (salary and overhead) for the dedicated review team as set out in Appendix B;
- (c) Not exceed the portion of annual total budget estimate as set out in Appendix B, applicable on a quarterly basis, where such annual total budget estimate may be amended pursuant to Subsection 4.1(g) above;
- (d) Be due to CVC thirty (30) days after receipt of invoice; and
- (e) Be structured and reference specific project identifiers as provided by the Region for Region resource allocation and budgetary purposes.

9. TERM AND RENEWAL

9.1. The initial term of this Agreement will be for five (5) years commencing on the Effective Date and may be renewed, subject to Council approval, and subject to approval of CVC's Board should such approval be required, for additional terms of five (5) years each. All terms and conditions of this Agreement will remain in full force and effect and continue during any additional term. Notice of intent to not renew this Agreement will be provided in writing at least one (1) year prior to expiry of the Agreement.

10. REVIEW OF AGREEMENT

10.1. This Agreement will be reviewed within five (5) years of the Effective Date. It will be CVC's responsibility to initiate this review.

11. RECORDS & RIGHT TO AUDIT

11.1. CVC will prepare and maintain proper and accurate books and records respecting Services provided under this Agreement.

11.2. The Region at its own cost may audit all financial and related records associated with the terms of this Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by CVC. CVC will at all times during the term of this Agreement, and for a period of seven (7) years following completion or termination, keep and maintain records of the Services and the Additional performed. CVC will at its own expense make such records available for inspection and audit by the Region at all reasonable times.

12. RELEASE AND INDEMNITY

12.1. CVC hereby releases and will indemnify, defend and hold harmless the Region, its agents, officers, employees, contractors and elected and appointed officials of, from and against all losses, costs, liens, proceedings, actions, suits, claims and demands whatsoever in any way arising out of the failure of CVC to fulfill its obligations under this Agreement, however, CVC's obligation to indemnify, defend and hold harmless the Region will not extend to the Region's negligence, or that of any of its employees, servants, agents or persons for whom it is responsible.

13. INSURANCE

13.1. As required by the Region, acting reasonably, CVC will obtain, maintain and provide to the Region, Certificates of Insurance of the following insurance policies issued by an insurance company licensed to write in the Province of Ontario, and will ensure that the following insurance policies are maintained and kept in force at all times during the currency hereof, unless otherwise set out in this Agreement:

(a) Commercial General Liability Insurance as follows:

- (i) is in the amount of not less than five million dollars (\$5,000,000) per occurrence;
- (ii) adds the Region, its boards, agencies and commissions and subsidiary operations, as applicable, as additional insured(s) but only with respect to liability arising out of the operations of CVC;
- (iii) has provisions for cross-liability and severability of interests, blanket form contractual liability, owners' and contractors' protective liability, broad form property damage, products and completed operations, non-owned automobile

liability and any other provision relevant as detailed in this Agreement, and if applicable, coverage for blasting, shoring, pile driving and collapse;

- (b) Standard Automobile Liability Insurance for all owned or leased/licensed vehicles used in connection with the Project, in the amount of not less than two million dollars (\$2,000,000) per occurrence;
- (c) Professional liability (errors & omissions) insurance in the amount of one million dollars (\$1,000,000) and/or cause a subcontractor in relation to any services, where such subcontractor is under a professional obligation to maintain the same, and with proof of such insurance to be provided to the Region no later than the execution of this Agreement. The policy will be kept in full force and effect for a period of time ending no sooner than two (2) years after the termination or expiry of the Agreement; and
- (d) Pollution liability insurance with a limit of two million dollars (\$2,000,000) for sudden and accidental and gradual pollution claim incidents associated with the Services.

13.2. All policies of insurance required to be provided pursuant to this section will contain or be subject to the following terms and conditions:

- (a) Each Certificate will contain provision requiring the insurers to notify the Region in writing at least thirty (30) days before any cancellation of the insurance required under this clause;
- (b) The parties agree that insurance policies may be subject to deductible amounts, which deductible amounts will be borne by CVC; and
- (c) Before the expiry of the policies of insurance, original signed certificates evidencing renewal will be provided to the Region without notice or demand.

14. NOTICE

14.1. Any notice in respect of this Agreement will be in writing and will be sufficiently given or made if made in writing and either delivered in person during normal business hours of the recipient on a business day to the party for whom it is intended to the address as set out below, or sent by registered mail or by email addressed to such party as follows:

- (a) in the case of Region, to:

The Regional Municipality of Peel
10 Peel Centre Drive, Brampton, ON L6T 4B9
Attention: Anthony Parente, General Manager, Water and Wastewater
Anthony.Parente@peelregion.ca

- (b) in the case of CVC, to:

Credit Valley Conservation Authority
1255 Old Derry Road, Mississauga, ON L5N 6R4
Attention: Josh Campbell, Director, Planning and Development Services
Joshua.Campbell@cvc.ca

or to such other addresses as the parties may from time to time notify in writing, and any notice so made or given will be deemed to have been duly and properly made or given and received on the day on which it will have been so delivered or, if mailed, then, in the absence of any interruption of postal service affecting the delivery or handling thereof, on the third business day after the date of mailing or, if emailed, on the next business day, subject to confirmation of receipt solely where such confirmation applies to notice that the Agreement will not be renewed.

15. AGREEMENT AVAILABLE TO THE PUBLIC

15.1. This Agreement will be made available to the public on request.

16. FORCE MAJEURE

16.1. Neither party will be in default with respect to the performance or non-performance resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) including, without limitation, any delay caused by strike, lock-out, inability to procure material, restrictive laws or governmental regulations or other cause beyond the reasonable control of such party and not caused by the act or omission of such party and the completion date will be extended by any such period of delay.

16.2. CVC acknowledges and agrees that it will not receive any compensation whatsoever in the event that a strike, lock-out or other labour disruption prevents, delays or otherwise interferes with CVC's ability to deliver the Services, and the Region will not be liable for any loss whatsoever suffered as a result thereof.

17. WAIVER

17.1. No delay or omission by the Region in exercising any right or remedy will operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy will preclude any other or further exercise of them or the exercise of any other right or remedy.

18. GOVERNING LAW

18.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and will be treated in all respects as an Ontario contract.

19. AMENDMENTS

19.1. This Agreement will not be deemed or construed as having been amended as a result of any oral communication between the parties or as a result of any practice of the parties, but all amendments to this Agreement are to be in writing and executed by those designated with the authority to do so.

20. INDEPENDENT CONTRACTOR

20.1. Nothing herein contained will make, or be construed to make the Region or CVC a partner of one another nor will this Agreement be construed to create a partnership, joint venture or employment relationship between any of the parties hereto or referred to herein.

21. SEVERABILITY

21.1. If any provision of this Agreement is invalid, unenforceable or unlawful, such provision will be deemed to be deleted from this Agreement and all other provisions of this Agreement will remain in full force and effect and will be binding in all respects between the parties.

22. DISPUTE RESOLUTION

22.1. Any conflict that cannot be resolved by staff or senior management, the matter will be escalated to the CAOs of the Region and CVC. Where the conflict remains unresolved, the parties will resolve the matter through formal mediation prior to other adjudication.

23. FURTHER ASSURANCES

23.1. The parties agree to execute and deliver to each other such further written documents and assurances from time to time as may be reasonably necessary to give full effect to the provisions of this Agreement.

24. ENTIRE AGREEMENT

24.1. This Agreement embodies and constitutes the sole and entire agreement between the parties.

25. BINDING AGREEMENT

25.1. This Agreement will ensure to the benefit and be binding upon the parties hereto and their respective heirs, executors, representatives and successors permitted hereunder.

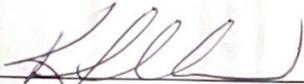
26. EXECUTION OF AGREEMENT

26.1. This Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Agreement by facsimile or transmitted electronically in legible form is equally effective as delivery of a manually executed counterpart of this Agreement. The

form of execution may be subject to the Region's temporary document execution process, in place during COVID-19 restrictions. Should this Agreement be executed during such restrictions, the Parties agree that execution can be effected through the use of the Region's 'Temporary Electronic Approval Template'.

IN WITNESS WHEREOF the Region and CVC have signed this Agreement.

THE REGIONAL MUNICIPALITY OF PEEL



Kealy Dedman
Commissioner Public Works
Date

I have authority to bind the Region

CREDIT VALLEY CONSERVATION AUTHORITY



Josh Campbell
Director, Planning and Development Services
Date April 1, 2022

I have authority to bind CVC

Appendix A: CVC Environmental Assessment Review Service Delivery Standards

Part 1: Project Initiation

Task#	Task Name	Lead Responsibility	Duration (business days)	Task Details	CVC Staff Involvement	
					Required	Optional
1	Project Initiation (This Task is optional based on need or project complexity and at the discretion of the Region of Peel)					
1.1	Submit Draft Request for Proposals (RFP)	Region of Peel		Peel Project Manager shall: <ul style="list-style-type: none"> • submit a draft copy of the RFP in Word format to CVC 		
1.2	CVC Review of Draft RFP and Issuance of Response	CVC Project Manager	10	CVC Project Manager shall: <ul style="list-style-type: none"> • open EA file and assign number • compile and review existing information • scope preliminary CVC issues/concerns • scope preliminary study requirements • Review draft RFP with technical staff • Provide a response letter/email to the draft RFP including comments using Track Changes within the Draft RFP, as feasible 	Project Manager	Technical Staff

Part 2: Notice of Commencement

Task#	Task Name	Lead Responsibility	Duration (business days)	TaskDetails	CVC Staff Involvement	
					Required	Optional
2	Notice of Commencement					
2.1	Issue Notice of Commencement	Region of Peel		Region of Peel shall submit Notice of Commencement (NoC) to CVC as formal notification of start of EA		
2.2	Complete CVC Initial Screening (if Draft RFP was not provided for CVC review in Sect. 1.2)	CVC Project Manager	10	CVC Project Manager shall: <ul style="list-style-type: none"> • open an EA file and assign number (if RFP was not submitted previously for CVC review) • compile and review existing information and data • confirm preliminary CVC issues, concerns and data • identify preliminary study requirements with technical staff • provide a response letter/email to the NOC. 	Project Manager	Technical Staff
2.3	Initial Project Consultation (kick-off) Meeting (as deemed required)	Region of Peel		CVC Project Manager shall: <ul style="list-style-type: none"> • attend a meeting arranged by the Region of Peel • confirm attendance of required CVC technical staff • discuss preliminary study requirements 	Project Manager	Technical Staff
2.4	Circulation of Meeting Minutes	Region of Peel		Region of Peel shall provide CVC with copies of the meeting minutes (see 4B below)		

Part 3: Terms of Reference (Only to be Completed for Individual EA – for Municipal Class EAs go to Part 4)

Task#	Task Name	Lead Responsibility	Duration (business days)	TaskDetails	CVC Staff Involvement	
					Required	Optional
3	Terms of Reference					
3.1	Initiate Advisory Committee(s)	Region of Peel		Region of Peel shall invite CVC Project Manager to participate on the appropriate advisory committee Region of Peel shall provide meeting materials at least 5 days in advance of meeting, as feasible	Project Manager	Technical Staff
3.2	Attend Advisory Committee(s) Meetings	CVC Project Manager		CVC Project Manager shall confirm participation and provide advice (see 4C below) Note: For Individual EAs, these meetings are held throughout the entire EA duration	Project Manager	Technical Staff
3.3	Prepare and Submit Draft Terms of Reference	Region of Peel		Region of Peel shall prepare and submit the draft Terms of Reference (ToR) and background reports to the CVC Project Manager		
3.4	Review Draft Terms of Reference	CVC Project Manager	15	CVC Project Manager and technical staff shall review draft ToR and provide a response letter on the draft ToR.	Project Manager	Technical Staff
3.5	Meet on CVC Draft Terms of Reference Comments	Region of Peel		Region of Peel shall meet with CVC Project Manager and technical staff to discuss comments on the draft ToR, if required	Project Manager	Technical Staff
3.6	Circulation of Meeting Minutes	Region of Peel		Region of Peel shall provide CVC with copies of the meeting minutes (see 4B below)		

Task#	Task Name	Lead Responsibility	Duration (business days)	TaskDetails	CVC Staff Involvement	
					Required	Optional
3.7	Prepare and Submit Notice of Public Information Centre	Region of Peel		Region of Peel shall submit the Notice of Public Information Centre (PIC) and the CVC Project Manager will attend, if required		Project Manager
3.8	CVC Response to Notice of Public Information Centre	CVC Project Manager	3	CVC Project Manager shall respond to confirm attendance to the Region of Peel regarding the Notice of PIC, and request copies of PIC material for review (see 4A below)	Project Manager	
3.9	Submit Final Terms of Reference	Region of Peel		Region of Peel shall prepare and submit the final Terms of Reference (ToR) and background reports to the CVC Project Manager		
3.10	Complete CVC Review of Final Terms of Reference and issue letter	CVC Project Manager	15	CVC Project Manager and technical staff shall review the final ToR, as required, and issue final letter	Project Manager	Technical Staff

Part 4: Environmental Assessment Document

Environmental Assessment Document (Schedule B, C or Individual – or equivalent)

EA Phases – Required Submissions:

Phase 2

Municipal Schedule B or equivalent – the draft Project File Report and Final Project File Report
 Municipal Schedule C or Individual or equivalent - at a minimum, an alternative solutions decision matrix with draft technical reports. If draft ESR or EA text is provided in phases 2 and 3, it will reduce the review time in Phase 4.

Phases 3

Municipal Schedule C or Individual or equivalent - at a minimum, a draft alternative design concepts decision matrix, draft alternative design concepts (drawings), and revised (preferably final) technical reports. If draft ESR or EA text is provided in phases 2 and 3, it will reduce the review time in Phase 4.

Phase 4

Municipal Schedule C or equivalent – the Draft Environmental Study Report (with drawings) and Final Environmental Study Report (with drawings) with the Notice of Completion

Task #	Task Name	Lead Responsibility	Duration (business days)	Task Details	CVC Staff Involvement	
					Required	Optional
4.1	Prepare and Submit Phases 1 and 2 Report	Region of Peel		Region of Peel shall prepare Phases 1 and 2 report and draft technical appendices (studies), and submit to CVC Project Manager with potential for other reports, as required and agreed with the Region		

Task #	Task Name	Lead Responsibility	Duration (business days)	Task Details	CVC Staff Involvement	
					Required	Optional
4.2	Review Phases 1 and 2 Materials (sch C or Individual) or Draft PFR (sch B) (for projects previously approved through a Master Planning process only confirmation of Phases 1 and 2 occurs at this stage)	CVC Project Manager	15-20	CVC Project Manager and technical staff shall review Phases 1 and 2 materials and draft technical reports or the Draft PFR. CVC Project Manager shall provide a response letter on Phases 1 and 2 materials and draft technical reports or the Draft PFR; in rare cases additional technical studies may be identified during this review phase.	Project Manager	Technical Staff
4.3	Meet on CVC Comments	Region of Peel		Region of Peel shall meet with CVC Project Manager and technical staff, as required, to discuss comments	Project Manager	Technical Staff
4.4	Circulation of Meeting Minutes	Region of Peel		Region of Peel shall provide CVC with copies of the meeting minutes (see 4B below)		
4.5	Prepare and Submit Notice of Public Information Centre	Region of Peel		Region of Peel shall submit the Notice of Public Information Centre (PIC) and the CVC Project Manager will attend, as required		Project Manager
4.6	CVC Response to Notice of Public Information Centre #1	CVC Project Manager	3	CVC Project Manager shall respond to the Region of Peel regarding the Notice of PIC, and request copies of PIC material for review, if required. (see 4A below)	Project Manager	
4.7	Prepare and Submit Final PFR (sch B)	Region of Peel		Region of Peel shall prepare final PFR, and submit to CVC Project Manager		

Task #	Task Name	Lead Responsibility	Duration (business days)	Task Details	CVC Staff Involvement	
					Required	Optional
4.8	Review Final PFR (sch B)	CVC Project Manager	15-20	CVC Project Manager and technical staff shall review the Final PFR CVC Project Manager shall provide a response letter on the final PFR	Project Manager	Technical Staff
4.9	Prepare and Submit Phase 3 Materials	Region of Peel		Region of Peel shall prepare Phase 3 materials and revised technical studies, and submit to CVC Project Manager		
4.10	Review Phase 3 Materials	CVC Project Manager	15-20	CVC Project Manager and technical staff shall review Phase 3 materials CVC Project Manager shall provide a response letter on Phase 3 Materials Depending on the scope of the EA, CVC staff may be prepared to issue preliminary detailed design requirements at this stage	Project Manager	Technical Staff
4.11	Meet on CVC Comments	Region of Peel		Region of Peel shall meet with CVC Project Manager and technical staff, as required, to discuss comments	Project Manager	Technical Staff
4.12	Circulation of Meeting Minutes	Region of Peel		Region of Peel shall provide CVC with copies of the meeting minutes (see 4B below)		
4.13	Prepare and Submit Notice of Public Information Centre #2	Region of Peel		Region of Peel shall submit the Notice of Public Information Centre (PIC) and the CVC Project Manager will attend, as required		Project Manager
4.14	CVC Response to Notice of Public Information Centre #2	CVC Project Manager	3	CVC Project Manager shall respond to the Region of Peel regarding the Notice of PIC, and request copies of PIC material for review, if required. (see 4A below)	Project Manager	

Task #	Task Name	Lead Responsibility	Duration (business days)	Task Details	CVC Staff Involvement	
					Required	Optional
4.15	Prepare and Submit Draft EA Document	Region of Peel		Region of Peel shall prepare draft EA document and revised technical studies, and submit to CVC Project Manager		
4.16	Review Draft EA Document and Issue Response Letter	CVC Project Manager	15-20	<p>CVC Project Manager shall:</p> <ul style="list-style-type: none"> • review draft EA document • discuss with technical staff • circulate to technical staff, as required <p>CVC Project Manager and technical staff shall review draft EA document</p> <p>CVC Project Manager shall provide a response letter on draft EA document</p> <p>Depending on the scope of the EA, CVC staff may be prepared to issue preliminary detailed design requirements at this stage</p>	Project Manager	Technical Staff
4.17	Meet on CVC Comments	Region of Peel		Region of Peel shall meet with CVC Project Manager and technical staff, as required, to discuss comments	Project Manager	Technical Staff
4.18	Circulation of Meeting Minutes	Region of Peel		Region of Peel shall provide CVC with copies of the meeting minutes (see 4B below)		
4.19	Finalize EA Document	Region of Peel		Region of Peel shall address CVC comments on the EA document		
4.20	Issue Notice of Completion and Final EA Document	Region of Peel		Region of Peel shall submit the Notice of Completion and final EA document (including final technical studies) to the CVC Project Manager		

Task #	Task Name	Lead Responsibility	Duration (business days)	Task Details	CVC Staff Involvement	
					Required	Optional
4.21	Review Final EA Document and Issue NoC and EA Document Response Letter	CVC Project Manager	10-20	CVC Project Manager shall review final EA document and circulate, as required CVC Project Manager and technical staff shall review final EA document and discuss outstanding issues, as required CVC Project Manager shall provide a response letter on the final EA document	Project Manager	Technical Staff
4A	PIC Material Review					
4A.1	Submit PIC Material	Region of Peel		Region of Peel shall submit copies of the PIC material for review or upload the material to a project website.		
4A.2	Review PIC material and issue a response	CVC Project Manager	10	CVC project manager shall review the PIC material with technical staff and provide written comments, if required	Project Manager	
4B	Meeting Minute Circulation					
4B.1	Region of Peel submits meeting minutes to CVC	Region of Peel		Region of Peel shall submit a copy of the meeting minutes to CVC for review.		
4B.2	Review meeting minutes	CVC Project Manager	5 – 10 (depending on complexity)	CVC project manager shall review meeting minutes with technical staff and provide written comments to Region of Peel, as required.	Project Manager	Technical Staff

Task #	Task Name	Lead Responsibility	Duration (business days)	Task Details	CVC Staff Involvement	
					Required	Optional
4C	TAC Material Review					
4C.1	Region of Peel submits TAC materials	Region of Peel		Region of Peel shall submit copies of the TAC materials to CVC for review.		
4C.2	Review TAC materials	CVC Project Manager	10	CVC project manager shall review TAC materials with technical staff and provide written comments, if required	Project Manager	Technical Staff

Part 5: Detailed Design and Permitting (under O.Reg 160/06)

Detailed Design

5A: Ontario Regulation 160/06 Permit Review

5B: Project Clearance – No Permit Required

Task #	Task Name	Lead Responsibility	Duration (business days)	Task Details	CVC Staff Involvement	
					Required	Optional
5.1	Engage Detailed Design Consultant	Region of Peel		Proponent engages detailed design consultant		
5.2	Prepare and Submit Project Overview Information	Region of Peel		Proponent shall prepare and submit: <ul style="list-style-type: none"> - A cover letter requesting confirmation of permit requirements - Mapping and/or air photo which show all regulated areas within the project area - Link/access to approved EA report and associated studies (for previous sched B and C projects) - Project plans/reports for Schedule A and A+ projects, if available at this stage 		
5.3	CVC Initial Screening (this may be completed informally via email depending on scope/scale/complexity of preceding EA)	CVC Project Manager	10	CVC Project Manager Shall: <ul style="list-style-type: none"> - Open a detailed design/permit file or keep information in the EA file, depending on scope - Compile and review existing information and data, including a summary of requirements for detailed design based on the EA and EA correspondence (for previous Sched. B & C) - Provide project requirements summary for Sched. A & A+ projects - Highlight any property requirements on associated survey or plans 	Project Manager	

Task #	Task Name	Lead Responsibility	Duration (business days)	Task Details	CVC Staff Involvement	
					Required	Optional
5.4	Meet to discuss CVC requirements	Region of Peel		Region of Peel shall initiate meeting with CVC Project Manager and technical staff to discuss issues related to detailed design and CVC Permit	Project Manager	Technical Staff
5.5	Issue CVC response letter	CVC Project Manager	5	CVC Project Manager will provide a response letter on the project information, including Permit of Clearance requirements based on outcome of the meeting/initial submission. * refer to Permit (5A) or Clearance (5B) sections below depending on project requirements.	Project Manager	
5A	Ontario Regulation (O. Reg) 160/06 Permit Review					
5A.1	Prepare and Submit Completed O. Reg 160/06 Permit Application	Region of Peel		Proponent shall prepare and submit: <ul style="list-style-type: none"> - Permit application - Cover letter - Landowner authorization (if required) - Completed CVC permit submission checklist (as appropriate) - Detailed design drawings and technical reports (if available at this stage) as outlined in the CVC project information response letter 		
5A.2	Screen and Circulate Permit Application	CVC Project Manager	5	CVC Project Manager shall: <ul style="list-style-type: none"> - Process permit application (assign file number) - Ensure application is complete and identify any outstanding requirements prior to circulation, if required - Circulate appropriate drawings and reports to technical staff, including and requirements/commitments from previous EA stages. 	Project Manager	

Task #	Task Name	Lead Responsibility	Duration (business days)	Task Details	CVC Staff Involvement	
					Required	Optional
				Note: Technical review will not typically commence until all required plans and reports are submitted. Partial submission and review can be discussed on a project-by-project basis.		
5A.3	Review Plans and Reports	CVC Project Manager	15-20	CVC Project Manager and technical staff shall review drawing and technical report submission including visiting the project site(s) as required CVC Project Manager shall provide a response letter on initial permit submission.	Project Manager	Technical Staff
5A.4	Meet to discuss CVC Comments (if requested)	Region of Peel		Region of Peel staff shall arrange meeting with CVC Project Manager and appropriate technical staff. Region of Peel staff to keep meeting minutes and distribute post meeting	Project Manager	Technical Staff
5A.5	Prepare and Submit Revised Plans and Reports	Region of Peel		Region of Peel shall prepare and submit: - Revised plans and technical reports - Contact CVC Project Manager to confirm any outstanding details, as required		
5A.6	Review Resubmission of Plans and Reports	CVC Project Manager	10-15	CVC Project Manager shall - Ensure submission is complete and identify any outstanding requirements prior to circulation based on CVC previous correspondence, as required - Circulate plans and technical reports to appropriate CVC staff - Attend site(s) as needed - Review revised plans and reports Note: Technical review will not typically commence until all required plans and reports are submitted.	Project Manager	Technical Staff

Task #	Task Name	Lead Responsibility	Duration (business days)	Task Details	CVC Staff Involvement	
					Required	Optional
				Partial submission and review can be discussed on a project-by-project basis.		
5A.7	Prepare Permit and Approved Drawing Package	CVC Project Manager	5	CVC Project Manager shall prepare the O.Reg 160/06 permit and stamped and approved drawing package. Note: This SLA assumes two submissions. If there remain outstanding items after the resubmission, steps 5A.4, 5A.5, and 5A.6 must be repeated.	Project Manager	
5B	Project Clearance – No Permit Required					
5B.1	Prepare and Submit Project Information	Region of Peel		Region of Peel shall prepare and submit: <ul style="list-style-type: none"> - A cover letter requesting project clearance - Detailed design drawings and technical reports (if available at this stage) as outlined in the CVC project information response letter 		
5B.2	Screen and Circulate Project Information	CVC Project Manager	5	CVC Project Manager shall: <ul style="list-style-type: none"> - Process application (open a new file, or keep information in the EA file depending on scope/complexity of the project) if not opened at initial screening step (5.3) - Ensure project information is complete and identify any outstanding requirements prior to circulation, if required - Circulate appropriate drawings and reports to technical staff, including and requirements/commitments from previous EA stages. 	Project Manager	Technical Staff

Task #	Task Name	Lead Responsibility	Duration (business days)	Task Details	CVC Staff Involvement	
					Required	Optional
				Note: Technical review will not typically commence until all required plans and reports are submitted. Partial submission and review can be discussed on a project-by-project basis		
5B.3	Review Project Plans and Reports	CVC Project Manager	10-15	CVC Project manager and technical staff shall review appropriate drawing and technical reports. CVC Project Manager shall provide a response letter on initial submission.	Project Manager	Technical Staff
5B.4	Meet to discuss CVC Comments (if requested)	Region of Peel		Region of Peel staff shall arrange meeting with CVC Project Manager and appropriate technical staff. Region of Peel staff to keep meeting minutes and distribute post meeting	Project Manager	Technical Staff
5B.5	Prepare and Submit Revised Plans and Reports	Region of Peel		Region of Peel shall prepare and submit: - Revised plans and technical reports - Contact CVC Project Manager to confirm any outstanding details, as required		
5B.6	Review Resubmission of Plans and Reports	CVC Project Manager	5-10	CVC Project Manager shall: - Ensure submission is complete and identify any outstanding requirements prior to circulation based on CVC previous correspondence, as required - Circulate plans and technical reports to appropriate CVC staff - Attend site(s) as needed - Review revised plans and reports	Project Manager	Technical Staff

Task #	Task Name	Lead Responsibility	Duration (business days)	Task Details	CVC Staff Involvement	
					Required	Optional
				Note: Technical review will not typically commence until all required plans and reports are submitted. Partial submission and review can be discussed on a project-by-project basis.		
5B.7	Prepare Clearance Letter and Drawing Package, as required	CVC Project Manager	5	<p>CVC Project Manager shall prepare and issue a Clearance Letter (and drawing package if required).</p> <p>Note: This SLA assumes two submissions. If there remain outstanding items after the resubmission, steps 5B.4, 5B.5, and 5B.6 must be repeated.</p>	Project Manager	

Appendix B: Staff Resources and Budget Tables

Anticipated Staff Resources (2022-2026)		FTE			
Senior Manager, Infrastructure and Regulations		0.38			
Planner, Environmental Assessment		0.75			
Engineering Analyst, EA Review		0.75			
Planning Ecologist		0.56			
TOTAL FTE		2.44			

Year	2022	2023	2024	2025	2026
Total Annual Budget*	\$369,000	\$386,000	\$403,000	\$411,000	\$419,000

* Anticipated budget is inclusive of salaries and all benefits (including EI, CPP, health insurance and pension, vacation leave, sick time, and statutory holidays), administrative costs and COLA over a 5 year term and is intended to provide an annual estimate of the upset budget limit for a given year. A refined annual amount will be provided as per provisions in the agreement.

Note: The above does not reflect a portion of the Manager, Planning Ecology and Senior Manager, Engineering Plan Review time who provide technical support for the team. It also does not reflect the time spent by CVC’s hydrogeologist, fluvial geomorphologists, water quality specialists, natural heritage specialists, LID specialists, and others who are involved from time to time depending on the specific project requirements. Costs of these additional staff/expertise continues to be covered by CVC.