MEMORANDUM OF AGREEMENT dated 15th day of August , 2019.

BETWEEN

THE CORPORATION OF THE COUNTY OF BRUCE

(Hereinafter referred to as the "**County**")

AND

THE SAUGEEN VALLEY CONSERVATION AUTHORITY

(Hereinafter referred to as the "**SVCA**")

AND

THE GREY SAUBLE CONSERVATION AUTHORITY

(Hereinafter referred to as the "**GSCA**")

AND

THE MAITLAND VALLEY CONSERVATION AUTHORITY

(Hereinafter referred to as the "**MVCA**")

Collectively referred to as "**the Conservation Authority (CA)"**

1. PURPOSE

The purpose of this Memorandum of Agreement (hereinafter referred to as "Agreement") is to provide a framework for effective and timely transfer of expert advice from the Conservation Authority(s) to the County of Bruce on land use planning matters.

The goal of the Agreement is to facilitate meaningful and timely expert advice from the Conservation Authority (CA) on Planning Act applications in the areas of environmental hazards and natural heritage as set out in the Bruce County Official Plan and locally adopted Official Plans as well as the Provincial Policy Statement (PPS). Parties will endeavor to provide open and timely sharing of information including mapping environmental hazards, natural heritage features, land-use designations and mapping of agricultural systems.

2. DEFINITIONS, in the context of this agreement:

The definitions below are general in nature. For the purposes of reviewing matters under this agreement, reference shall be made to the "Hazard Lands" and "Natural Heritage" policies found in the Bruce County Official Plan, Zoning By-law, or the local plan in effect and as defined in the Provincial Policy Statement, as amended

"Dispute Resolution" - It is expected that there will be differences of opinion, or priorities may differ between County staff and others in the planning process. It is the intent of all parties that they will use their best efforts to first resolve these disputes through meetings, email, telephone discussions between individuals so that most disputes or differences can be resolved promptly by the department(s) in charge of the service. If a dispute cannot be resolved in this manner then the issue in dispute will be raised to the level of the department head in charge of the service(s), and the department heads agree to follow the dispute resolution procedures as outline in Appendix 'D'.

"Hazardous lands" are generally defined as property or lands that could be unsafe for development due to naturally occurring processes. Along the shorelines of the Lake Huron and Georgian Bay, this means the land, including that covered by water, between the international boundaries, where applicable, and the furthest landward limit of the flooding hazard, erosion hazard or dynamic beach hazard limits.

Along the shorelines of large inland lakes, this means the land, including that covered by water, between a defined offshore distance or depth and the furthest landward limit of the flooding hazard, erosion hazard or dynamic beach hazard limits.

Along river, stream and small inland lake systems, this means the land, including that covered by water, to the furthest landward limit of the flooding hazard or erosion hazard limits.

"Natural heritage features and areas" are generally defined as features and areas, including significant wetlands, significant coastal wetlands, other coastal wetlands, fish habitat, significant woodlands and significant valley-lands, habitat of endangered species and threatened species, significant wildlife habitat, and significant areas of natural and scientific interest, which are important for their environmental and social values.

3. BACKGROUND

The County and local municipalities have been delegated the Plan Review function by the Province of Ontario.

Bruce County Council (or its delegate) is the approval body for development applications as provided for under the Planning Act R.S.O. 1990, CHAPTER P.13. Specifically, these applications include:

- Official Plan Amendments (exempt from Ministers approval for County amendments, delegated approval authority for local plan amendments)
- Severance applications, including easements and right of Ways
- Plan of subdivision and condominium applications
- Part Lot Control Exemption By-laws (approval body)

The Councils of the 8 local municipalities within the County of Bruce are the approval authority for a range of applications as provided for under the Planning Act R.S.O. 1990, CHAPTER P.13. Bruce County Planning and Development Department staff provide land use planning services to the 8 local municipalities within the County of Bruce. Department staff process certain development applications on their behalf. Specifically, these applications include:

- Rezoning applications
- Committee of Adjustment applications (minor variance/permissions)
- Part Lot Control Exemption By-law

The Conservation Authorities (CA) have been delegated to represent the 'Provincial Interest' for natural hazard management encompassed by the Provincial Policy Statement as amended. This delegated responsibility requires CAs to review and provide comments on municipal policy documents (Official Plans and comprehensive Zoning By-laws) and applications submitted pursuant to the Planning Act as part of the Provincial One-Window Plan Review Service. This responsibility is outlined in the Conservation Ontario/Ministry of Natural Resources (MNR, currently Ministry of Natural Resources and Forestry (MNRF))/ Ministry of Municipal Affairs and Housing (MMAH) Memorandum of Understanding on Conservation Authority delegated responsibilities.

4. RATIONALE FOR AGREEMENT

County and local Councils are granted the statutory authority for land use planning. These Councils rely upon Planning and Development Department staff to receive applications, review and analyze proposals, and to ultimately make a final recommendation to the respective council

on the applications. These decisions need to be based on the best information available to them at the time, within the statutory time frames as set out in the Act.

County Planning and Development staff are tasked with considering a wide range of variables that impact a land use application, evaluating the information at hand, and making final professional land use recommendations to the respective councils.

The County of Bruce Official Plan (and local plans in effect) direct new development to areas outside of hazardous lands that may pose a threat to life or property. Additionally, the County Plan (and local plans) aim to protect natural heritage features and areas. In some areas development is outright prohibited, and in other areas some level of development is permitted, provided it can show that the proposed development has no negative impact on features or functions.

The County does not always have in-house expertise that would provide for a fulsome review of such issues. The reason then for the Agreement, is to seek out expert advice from the Conservation Authority(s) in the area of natural heritage.

5. ROLES AND RESPONSIBILITIES

(a) The <u>County</u> and the <u>Conservation Authorities</u> mutually agree that:

i) This Memorandum of Agreement applies to the Conservation Authorities within the areas under its jurisdiction which are in the County of Bruce. This Agreement is not intended to nullify or alter any specific agreements already in place between partner organizations;

a. As there is no Conservation Authority in the Municipality of the Northern Bruce Peninsula (MNBP), and MNRF is not replicating the services provided by a CA, the related accountabilities fall to the municipalities. Under this agreement the GSCA has agreed to review development applications with regard to natural hazards and natural heritage policies in the Municipality of Northern Bruce Peninsula.

b. The MVCA has not agreed to review applications, policy amendments or other documents with regard to natural heritage, in accordance with Appendix A.

c. The SVCA has agreed to review applications in the MVCA's jurisdiction within the County of Bruce with regard to natural heritage policies, in accordance with Appendix A.

ii) Nothing in this Memorandum of Agreement precludes the Conservation Authorities from commenting to the County from a Conservation Authority perspective, as it normally would on an application circulated by the County under the Planning Act, including appeals to the Local Planning Appeal Tribunal (LPAT);

iii) This Memorandum of Agreement may be amended by mutual agreement, in writing, from time to time to reflect changes in the programs of parties to this Memorandum of Agreement, or as a result of changes in provincial policies, or as a result of subsequent discussions between the parties hereto;

iv) Any party to this Memorandum of Agreement may terminate the agreement at any time, in writing to the other party(s) to the agreement, with a minimum of one- year notice;

v) The Dispute Resolution Procedures, as defined above and contained in Appendix 'D', shall be followed if/when disputes arise; and,

vi) Nothing in this Memorandum of Agreement precludes the CA from administering and enforcing its Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses, made pursuant to the Conservation Authorities Act

(b) The <u>County</u> commits to:

i) Circulate to the CA under this Memorandum of Agreement all development/planning applications listed in Appendix A;

ii) Transfer appropriate policy statements, guidelines, manuals, maps, information, data and criteria from the County to the CA, as it is received from the Province of Ontario, or make arrangements to have said material transferred directly from the Province to the CA to reflect the terms of this Memorandum of Agreement;

iii) Make other arrangements to provide the application review and/or Technical Review services, when in the opinion of the County and/or the CA that the CA does not have the necessary resources or expertise to provide recommendations on the matter; and,

iv) Collect and remit fees as prescribed in the Conservation Authority fee schedule (Appendix C – 2019 Fee Schedule): or, as amended from time to time. The County acknowledges that the CA may charge to the applicant directly a Pre- consultation fee and/or Technical Review fee as prescribed in Appendix C.

(c) The <u>Conservation Authority</u> commits to:

i) Provide the County with those services listed in Appendix A and B;

ii) Provide planning support and mapping, where applicable when the County is undertaking specific policy or study work related to hazards and natural heritage, including Official Plan and comprehensive zoning by-law updates within the CA service area(s) as outlined in this Agreement;

iii) Provide its comments to the County prior to the public hearing, or public meeting, or due date for submitting comments as indicated on the circulated application or notice, or request an extension with reasons;

iv) Comment on whether the application or policy update complies with applicable Provincial Policies as set out Natural Hazards of the Provincial Policy Statement. Also, comment on whether the application or policy update complies with local policies;

iv) Comment and provide an appropriate analysis of the proposed development including, whether the application complies with the Conservation Authorities Act;

v) Comment on whether the application or policy update complies with Natural Heritage; and, Water Sections of the Provincial Policy Statement, and whether the application or policy update complies with local policies if applicable, within the CA service area(s) as outlined in this Agreement;

vi) Disseminate County data, maps, information or other documents when requested, only in accordance with County policies and procedures;

vii) Apply all relevant Provincial operational procedures and guidelines in the plan review and technical review services it provides the County; and,

viii) Make provision for staff to attend Appeal Board Hearings, upon the request of the County, with respect to the plan review and technical review services provided pursuant to this Memorandum of Agreement, at no extra cost to the County.

Details on the Objectives, expected results, timing and fees in relation to these tasks are outlined in the Appendices B and C, attached to this Agreement.

7. TIME FRAME FOR IMPLEMENTATION

This renewed Memorandum of Agreement replaces all previous Agreements including the agreement signed on April 6th, 2006. This Agreement will come into effect on September 1, 2019.

The parties have duly executed this Memorandum of Agreement under the hands of their authorized Officers.

This Agreement will be reviewed from time to time; and, no less frequently than every 5 years after it comes into effect.

Signed, Sealed and Delivered: **THE CORPORATION OF THE COUNTY OF BRUCE**

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Mitch Twolan, Warden

_____

Donna Van Wyck, Clerk

GREY SAUBLE CONSERVATION AUTHOIRTY

Sonya Skinner

CAO

Cathy Little

Chair

SAUGEEN VALLEY CONSERVATION AUTHORITY

Wayne Brohman

General Manager

Dan Gieruszak

Chair

MAITLAND VALLEY CONSERVATION AUTHORITY

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Phil Beard

General Manager

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David Turton

Chair

APPENDIX A – SERVICES TO BE PROVIDED

WITHIN THE GEOGRAPHICAL AREAS SET OUT ELSEWHERE IN THE AGREEMENT, THE SERVICES TO BE PROVIDED BY THE CA TO THE COUNTY SHALL BE IN ACCORDANCE WITH THE FEE SCHEDULES (APPENDIX C). ***NOTE: X = PROVIDED***

DESCRIPTION of SERVICES	***DEVELOPMENT / PLANNING APPLICATION REVIEW***	***TECHNICAL CLEARANCE***
Identify need for and conduct technical review of reports on wetland areas impacts and mitigation measures	X	X
Review for site specific (off site) stormwater planning issues	X	X GSCA only
Identify need for and review stormwater management facilities and reports where outlet is to a watercourse or SVCA regulated area (river valley, wetland, shoreline)	X	X GSCA only
Review for sub-watershed planning/master drainage planning	X	X GSCA only
Comment on natural hazards (flooding, erosion, dynamic beaches, unstable soils and bedrock) including technical review of reports relating to hazard land limits and mitigation	X	X
Comment on development in CA-Regulated Areas	X	X
Review impact on natural heritage features (significant wildlife habitat, significant woodlands, significant valleylands, significant areas of natural and scientific interest, significant wetlands)	X	X
Identify fish habitat and conduct review of impacts and mitigation (**1)**	X	
Identify habitat of threatened and endangered species **(2)**	X	
Review impact on natural heritage systems.	X	X
Comment on shoreline processes impact	X	X
Comment on lakes and rivers impacts	X	X
Review and comment on natural resource related impacts on groundwater recharge/discharge areas where there is a fisheries, wetland, or other natural heritage impact.	X	X

Notes:

(1) Review of Fish Habitat is provided in consideration of the Provincial Policy Statement and does not provide clearance on the required statutes or legislation from either the Ministry of Natural Resources and Forestry or the Department of Fisheries and Oceans.

(2) Identification of potential habitat for Threatened and Endangered Species is provided in consideration of the Provincial Policy Statement. The Ministry of Environment, Conservation and Parks is responsible for implementation of the Endangered Species Act.

APPENDIX B: TASK REQUIREMENTS

Task	Objective	Expected Results	Timing	Fees
Pre-consultation with County Staff	The CA's shall assist County Planning staff in responding to landowner/development enquiries where the County staff or Conservation Authority staff determine that there may be a hazard/natural heritage and or regulatory limit issue associated with the proposal. This may require the production of a map by the Conservation Authority indicating the location of natural hazards and regulatory limits.	That County planning staff can provide advice to a landowner / perspective developer on barriers / opportunities (such as relocation of proposed building envelopes) that may be presented if a given proposal is formally pursued. In such cases, accurate details of the proposal shall be provided by County staff, and in turn the Conservation Authority shall provide a response indicating the presence of regulatory limits/hazard lines applicable to the proposal where available.	On a negotiated, reasonable basis Through regularly scheduled "consultation forum" meetings	None
Pre-consultation with prospective applicant	The Conservation Authority shall assist County Planning Staff and/or the applicant prior to formal application submission (pre-consultation) to determine the range and extent of hazard/natural heritage issues and or regulatory limit issues associated with the proposed development. Pre-consultation may include all or one of the following: on-site meetings, teleconference, and/or written correspondence as deemed appropriate by CA and County staff. The Conservation Authority shall assist by providing or reviewing alternative development scenarios that may avoid hazard/natural heritage, recommendations on the "scope" of studies if such studies are recommended as part of a complete application. Only properties which include a portion of the Conservation Authority 's Approximate Screening or Approximate Regulated Area, or any lands featuring natural heritage and/or adjacent lands would require the Conservation Authority 's involvement in the pre- consultation process.	That County planning staff, the Conservation Authority staff and the applicant have a fulsome understanding of any barriers/issues that may be present in the formal application process. An agreed upon approach to "complete application requirements", and the scoping on any proponent-based reports, if required.	On a negotiated/reasonable basis	No fee shall be charged to the County. In some cases, pre-consultation fees due to site visit, research and other costs may be warranted for complex applications. In such cases, pre-consultation fees shall be charged directly by the Conservation Authority to the landowner / proponent.

Formal Planning Act application submission	Upon formal submission of a Planning Act application, the Conservation Authority shall provide expert advice and assistance to the County Planner by identifying any hazard/natural heritage issues or other services outlined in this agreement including Schedule A associated with the application, and provide recommendations on remedial options if appropriate, the location of the regulatory line if the lands are regulated; and, subsequent impacts upon the proposed development where necessary	That County Planning staff can make a final recommendation to Council, with all questions having been addressed. Given the proposed location of the development, regulatory limits shall be determined, on a map, with certainty.	21 days for severance, zoning and minor variance applications. 30 days for all others	The County shall collect fees from the applicant and remit said fees as prescribed in Appendix B to the appropriate Conservation Authority.
Technical Review of documents	In cases where technical reports are submitted by the proponent with an application as part of the County's "complete application" requirements, the Conservation Authority shall provide a Technical Review of the studies, within their areas of expertise and/or experience as outlined in Schedule A The CA may in the review of technical reports and studies, determine that a third party consultant is required to provide a review or evaluation of the technical report or study and will include this information and a recommendation in their comments to the County.	The objective of the Technical Review is to have the following questions answered: a) Have the authors of the technical report chosen an acceptable scope and methodology for the situation at hand and was the methodology correctly applied? b) Given the chosen scope and methodology, and the type, volume and quality of the data collected, are the conclusions of technical reports relevant, valid and supportable? c) If mitigation/monitoring is being proposed by the technical reports, are the measures adequate?	Within 60 days from submission	Fee shall be paid by applicant/proponent directly to Conservation Authority in accordance with Schedule C
Judicial/Quasi-judicial Settings (i.e. Local Planning Appeals Tribunal (LPAT)	From time to time, the Conservation Authority staff may be called upon to provide evidence (as an expert witness) in support of a position taken on a given Planning Act application.	Defense of CA position in relation to an application	NA	None

APPENDIX C

FEE SCHEDULE – PLANNING ACT APPLICATIONS

The County advises the Conservation Authority that under this Agreement it will circulate the following types of development/planning applications to the CA, for comment in accordance with Appendix A.

i) Planning applications, as outlined in Section 3 of the Agreement; and,

ii) Site Plans, Subdivision Agreements, Subdivider's Agreements or other similar plans, agreements or documents where requested by the County or a local municipality.

OVERALL NOTES

- The fees shall be charged to all applicants except as outlined in this section.

  The Authorities reserve the right to waive a fee or reduce the fee on a case by case basis.

  No Application Review Fee shall be charged for municipally sponsored applications.

  Where a permit approval is required under Conservation Authorities Act in addition to the planning approval, the fee for the Conservation Authorities' permit may be discounted at the Authorities' discretion.

- On January 1st of every year, commencing January 1st of 2020, the fees as listed in 'Appendix C: Fee Schedule – Planning Act Applications' of this Agreement shall automatically increase on a percentage basis, rounded up or down to the nearest ten dollar increment, in a fashion consistent with the Statistics Canada "Consumer Price Index" for Ontario from October of the previous calendar year, if the consumer price index shows an increase. The un-rounded fees as calculated by the County shall be retained as the basis for the next year's CPI percentage calculations.

- For applications within MVCA's jurisdiction a 2/3 portion of the Application Review Fee will go to MVCA for Natural Hazard Review and the remaining 1/3 will go to SVCA. These parties agree that the fee proportions may be adjusted upon the agreement of these two parties, and the County will be notified of any mutually-agreed change. Fees paid directly to individual CAs (for example for technical reviews) will only be split if warranted by the type of review (i.e. Natural Hazard related vs. Natural Heritage related vs. both).

- The CA will invoice Bruce County individually for their respective portions of the application review fee.

- The Application Review Fee schedule is based on no pre-screening of applications by the County.

TABLE 1: APPLICATION REVIEW FEES, Natural Hazard and Natural Heritage Review	
Application Type	**Application Review Fee**
Official Plan Amendment	$360.00 per application
Zoning By-law Amendment	$360.00 per application
Consent (Severance)	$360.00 per each new lot created
Minor Variance	$270.00 per application
Draft Plan of Subdivision	$105.00 per each lot or block, with a minimum flat fee of $840.00 and maximum fee of $10,000.00. Note: 0.3 metre reserve blocks shall not be included in the calculation of the number of blocks.
Draft Plan of Condominium	The lesser of $105.00 per unit **or** $1200.00/ha with a minimum flat fee of $840. and maximum fee of $10,000.00
Site Plan Application	The lesser of $105.00 per unit **or** $2000.00/ha with a minimum flat fee of $840.00 and maximum fee of $10,000.00
Private Multi-Lot Residential Development (as an OPA and/or ZBA)	$105.00 per each unit (parcel) **or** block with a minimum flat fee of $840.00 and maximum fee of $10,000.00.
Other Types of Applications not noted above.	$270.00 per application

Table 1 Notes and Definitions:

1) Fees for multiple joint applications made at the same time for the same parcel and for the same development proposal, for Official Plan Amendments, Zoning By-law Amendments, Minor Variances and Consents will be discounted as follows:

First application	Full fee as per Application Review Fee above
Additional application(s)	50% of the full Application Review Fee per lot/application

Note: The First Application Review Fee shall always be the higher of the applicable fees.

2) The Application Review Fee shall be collected by the County on behalf of the Authority and remitted to the applicable Authority(ies) monthly.

TABLE 2 – FEE SCHEDULE FOR TECHNICAL REVIEW OF DOCUMENTS	
Technical Review Type	***Technical Review Fee***
1. Site Plans	*$650.00*
*2. **Scoped Site** Environmental Impact Studies for proposed mitigation measures related to any natural heritage features (refer to Appendix A)*	*$650.00*
*3. **Full Site** Environmental Impact Studies for proposed mitigation measures related to any natural heritage features (refer to Appendix A)*	*$1,440.00*
4. Subwatershed Study/Master Drainage Plan or Tributary Study	*$650.00*
5. Stormwater management studies and proposed facilities. This fee includes review of all Phases of SWM plans from preliminary or conceptual to final engineering design (Quality, Quantity and Sediment and Erosion Control)	*a) if primarily CA internal review - $1440.00 or $75.00/lot or block, whichever is greater* *b) if primarily external review with CA supervision - $40.00/lot or block*
*6. **Scoped Site** Impact studies and proposed mitigation measures for any proposal that is potentially impacted by natural hazards (flooding, slope stability, shorelines)*	*$650.00*
*7. **Full Site** Impact studies and proposed mitigation measures for any proposal that is potentially impacted by natural hazards (flooding, slope stability, shorelines)*	*$1,440.00*
*8. All technical clearance fees are subject to the **Supplementary Fee**, where applicable, in addition to the flat fee*	*See Note 4 below*

Table 2 Notes and Definitions:

1) It is anticipated that the determination of the type of studies required will be made by the County, following consultation with the applicable Conservation Authority. The fee for the technical clearance is to be paid by the proponent directly to the Authorities.

2) **Scoped Site** studies are generally recommended in situations where the nature of the natural feature or hazard is well documented, similar development has been previously proposed, modelled and analyzed, impacts are not expected due to the location or nature of a proposed development, and mitigation options have been developed.

3) **Full Site** studies are generally required in situations, which are more complex, where information is lacking, or where the risk or significance of the impact is high.

4) The **Supplementary Fee** applies when a Conservation Authority chooses to use specific technical assistance from another source to supplement their review of a technical document, and thereby direct costs are incurred by the Authority. This fee is in addition to the flat rate fee and is to be paid by the proponent directly to the Authority. The Supplementary Fee charged to the proponent is equal to the costs invoiced to the Authority by the other source for that specific review.

5) The Technical Review Fee shall be collected directly by the applicable Authority.

APPENDIX D – DISPUTE RESOLUTION PROCEDURE

In the case where the County's Planning staff and Conservation Authority staff disagree on a recommended action the first response should be that the individuals work to resolve the dispute as outlined:

1. Staff should first hold a meeting, email and/or connect by telephone to discuss issues in dispute, and use their best efforts to resolve the matter. Disputes shall be dealt with in a confidential manner.

2. If the dispute cannot be resolved between the individuals
   a. The party with the concern will raise the issue to the department heads in charge of the service(s) by way of a letter or memo.
   b. The department heads shall acknowledge receipt of the dispute within five (5) business days.
   c. The department heads shall review the issues identified by the individual raising the issue and in so doing may:
      - Review relevant municipal and provincial legislation;
      - Review other relevant policies and procedures;
      - Review any existing file documents;
      - Request information from the Staff, the individual in dispute or others involved in the dispute;
      - Identify actions that may be taken to address the dispute and/or improve services and operations; or
      - Take other actions the department head deems necessary to resolve the matter.

3. Decision
   Within ten (10) calendar days of receipt of a notice of dispute by the Department Heads, a joint discussion is encouraged, and unless the issue has been resolved, a response shall be provided in writing to the party with the concern's Department Head involved in the dispute (the "Decision").
   The Decision shall include:
   a) Whether the dispute was substantiated;
   b) If the dispute is not substantiated, the Department Head shall provide the reason(s) for their decision; and,
   c) Any actions the Corporation/CA has or will take because of the dispute and/or actions that should be considered by the CA.

4) From time to time, there may arise circumstances where the Department Head may not be in a position to guarantee response times. If the Department Head is unable to provide a Decision within ten (10) days of receipt, they shall notify the CAO/General Manager of the delay and provide an estimate of when a Decision will be provided.

5) Decisions made by the Department Head may be appealed, in writing, to the Chief Administrative Officer/General Manager within ten (`10) days, or when mutually agreed. The Chief Administrative Officer/General Manager shall review the appeal and may confirm, rescind or amend a Decision. In the event the Dispute cannot be resolved through this Dispute Resolution process, the Dispute may be submitted to the respective Council/Board, as the case may be.

6) There is no appeal process beyond what is defined in Section 5. This dispute resolution process is meant to apply to the services provided under this MOU, and does not limit the appeal or other options open to all parties under the powers granted to them in legislation and regulation, such as but not limited to asking for status at an LPAT hearing.

7) Responsibility
   All Staff should have a clear understanding of how Disputes are handled by the County/CA. All supervisors must comply with, explain this policy to their Staff, and conduct any necessary training.