

OTONABEE REGION CONSERVATION AUTHORITY PARTNERSHIP MEMORANDUM

FOR PLAN REVIEW AND TECHNICAL
CLEARANCES

BETWEEN

TOWNSHIP OF CAVAN MONAGHAN

AND

OTONABEE REGION CONSERVATION AUTHORITY

Date: August 7 , 2012

This Partnership Memorandum made this 7th day of August, 2012

Partnership Memorandum Between:

The Township of Cavan Monaghan
(Hereinafter referred to as the "Township")

AND

The Otonabee Region Conservation Authority
(Hereinafter referred to as "Otonabee Region Conservation Authority")

REGARDING THE PROVISION OF PLAN REVIEW AND TECHNICAL CLEARANCES

1. Introduction and Context

The fundamental provincial role of all Conservation Authorities focuses on water related natural hazard prevention and management and includes flood and erosion control. The safety of persons and property from natural hazards and the protection, restoration and enhancement of the natural environment are matters of public interest to be addressed during the review of planning applications and policy documents. Specifically, the Conservation Authority derives its authority under Section 28 of the Conservation Authorities Act, whereby the Conservation Authority is the approval authority for development and/or activity permits, under the "Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses".

The Township has been delegated the Municipal Plan Review function by the Province of Ontario. The Conservation Authority has been delegated responsibility to review and comment on planning issues for conformity with Section 3.1 of the Provincial Policy Statement, pursuant to Section 3 of the Planning Act and is also considered a public commenting body pursuant to Section 1 of the Planning Act and regulations made under the Planning Act.

This Partnership Agreement recognizes the expertise provided by the Conservation Authority in watershed management, and natural hazard and natural heritage planning and The Township's expertise in overall municipal planning including storm water management to effectively plan for the future of the municipality.

It serves as a guide to both The Township and Conservation Authority in carrying out the Plan Review and Technical Clearances functions. In addition, it is intended to promote streamlining of the plan review process including communications and issue resolution.

2. Definitions

In this document:

"Board" means the Board of Directors of the Otonabee Region Conservation Authority;

"Conservation Authority" means The Otonabee Region Conservation Authority;

"The Township" means the Township of Cavan Monaghan;

"Plan Review" is defined as the review of applications/ studies as set out in the Planning Act or other relevant legislation; identifying the need for and assessing the adequacy of technical surveys, studies and reports relating to both natural hazards and natural heritage; and specifying and clearing conditions

of approval. It also includes the review of municipal planning documents, such as Official Plans and amendments.

"The Province" means the Province of Ontario

"Technical Clearance" is defined as assessing technical reports submitted by the proponent to determine if the reports satisfy the conditions through a plan review process and clearing the conditions.

3. Purpose

The purpose of this Partnership Agreement is to:

- Provide for effective and streamlined ORCA plan review and technical clearances support/ expertise to assist The Township to make environmentally sound decisions on planning applications; consistent with the Conservation Authorities Act and relevant provincial and local policies as they relate to the mandate of the ORCA.
- Support and assist The Township to streamline the municipal plan review system where opportunities exist to facilitate as much as possible the creation of a "one window" planning system operating from the municipality;
- Clarify the roles and responsibilities of the ORCA planning and regulations program and responsibilities; and
- Develop clear protocols for ORCA – Township plan review communications and issue resolution.

4. Statement of Principles

The partnership between The Township and the Conservation Authority shall be guided by the following principles:

- To foster a "client service", solutions based approach in the delivery of the service(s) to meet the public and private needs of the watershed community;
- To ensure and enhance consistency and clarity around the respective roles and responsibilities performed by The Township and the Conservation Authority;
- To inform the Board, the Township and clients about the delegated roles and responsibilities performed by the Conservation Authority in the delivery of conservation services and programs throughout the watershed;
- To streamline all processes in review and technical clearance function and activities wherever possible within regulatory and discretionary timelines associated with the services; and
- Incorporate "best practices and/or practical" approaches in the delivery of services and programs utilized by and in the conservation and municipal sectors.

5. Roles and Responsibilities of the Conservation Authority

a) The Conservation Authority will assist The Township, in its role as an approval authority, through plan review comments and technical clearances to The Township in accordance with the time requirements under the planning act. The comments and advice will be in the context of the requirements of the Planning Act, Provincial Policy Statement and other applicable legislation as may be enacted from time to time. More specifically, the Conservation Authority involvement is in matters described below:

- Municipal policy documents and planning and development applications submitted pursuant to the Planning Act to ensure that they are consistent with the Natural Hazards Policies found in Section 3.1 of the Provincial Policy Statement as issued from time to time, pursuant to Section 3 of the Planning Act.
- The provision of comments or advice on "Natural Heritage" matters in relation to the Natural Heritage Policies found in Sections 2.1 and 2.2 of the PPS;

- A review of municipal policy documents and planning and development applications submitted to review proposed works for its potential harmful alteration, disruption, or destruction (HADD) of fish habitat, under an agreement signed between ORCA and the Department of Fisheries and Oceans Canada, pursuant to the requirements of the Federal Fisheries Act, Section 35;
 - The provision of comments and/or advice on Source Water Protection Policies and Documents.
 - The provision of comments when new or amended "Special Policy Areas" (SPA's) or 2-zones for flood plains are being proposed by The Township, where such designations are feasible. The Conservation Authority has been delegated this responsibility under Section 3.1 of the PPS. SPA's are areas within floodplain boundaries of a watercourse where exceptions to the development restrictions of the Natural Hazards Policy (3.1) in the PPS, may be permitted in accordance with technical criteria established by the Ministry of Natural Resources (MNR) and approved by MNR.
 - Participate in predevelopment consultation and associated Planning Act applications as requested and coordinated by The Township, especially when applications may trigger a related permit application under the Conservation Authorities Act, C 28; and advise The Township of the technical information required for a complete application; and
 - Clear identification of the need to obtain and the provision of permits related to the "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation" (Conservation Authorities Act);
- b) The Conservation Authority will share any Authority owned information or data sources, deemed appropriate by the parties, with The Township provided that the data sources are not restricted under third party licensing;
- c) The Conservation Authority may assist The Township, on request, in an advisory or project management role, in the technical aspects of environmental resource management. These services may include the assessment or analysis of water quality and quantity, environmental impacts, watershed science and technical expertise associated with activities near or in the vicinity of sensitive natural features, hydrogeology and storm water studies;
- d) The Conservation Authority agrees to invoice on a monthly basis, or as agreed upon from time to time by the parties, to The Township for the appropriate fees for reviews performed; and to update the fee schedule, as attached, on an annual basis.
- e) The Conservation Authority will endeavour to expeditiously review all matters coming before them under this agreement. Where response times are not set by statute, the Conservation Authority will respond by priority as established with Township Staff.
- f) The Conservation Authority agrees that its staff will attend Ontario Municipal Board Hearings with The Township staff, with respect to the plan review and technical clearance services provided for in this agreement.

6. Roles and Responsibilities of The Township

- a) The Township will:
- When appropriate, invite the Conservation Authority to attend predevelopment consultation meetings at no cost to The Township, with development proponents especially when applications may trigger a related permit application under the Conservation Authorities Act C.28;
 - Circulate relevant municipal documents and planning and development applications that require Conservation Authority's review for proposed works for its potential harmful alteration, disruption

or destruction of fish habitat (HADD), under the requirements of the Federal Fisheries Act, Section 35; and

- Circulate municipal planning documents and planning and development applications submitted pursuant to the Planning Act to ensure that they are consistent with the Natural Hazard Policies found in Section 3.1 of the Provincial Policy Statements, as issued from time to time pursuant to Section 3 of the Planning Act.

b) The Township will share any Township owned information or data sources, deemed appropriate by the parties, with the Conservation Authority, provided that the data sources are not restricted under third party licensing.

7. Term and Implementation

a) The Township and ORCA agree:

- To review this agreement every 5 years.
- To explore further opportunities, on an ongoing basis, to streamline the plan review system as it relates to provincial and regional/ local interests;
- To participate jointly in pre-consultation as appropriate for new development proposals;
- That fees for plan review and technical clearance services will be set by ORCA, as approved by the ORCA Board of Directors, and reflected in the approved planning Fee Schedules, and any approved revised schedules will be provided to The Township as they occur;
- The Township shall collect review fees for all third party generated planning applications, and forward appropriate fees once invoiced by the Conservation Authority for reviews performed;
- The protocol for issue resolution and plan review communications is agreed to be based on the following principles:
 - Any disputes will be resolved in a collaborative manner between ORCA and Township Staff
 - Each party should clearly articulate their expectations with clear lines of communication and respect for each part’s interest
 - Before proceeding to any formal dispute resolution mechanisms involving ORCA Board of Directors or Township Council, the ORCA and Township Staff should use their best efforts to jointly develop a written issue statement, describing the facts and events leading to the dispute and potential resolution options.
- That all parties agree to meet the requirements of the Municipal Freedom of Information and Protection and Privacy Act, R.SO.1990, chapter M.56;

b) Any party may terminate this agreement at any time upon delivering 6 months written notice of termination;

c) Any notice of termination to be given pursuant to this agreement shall be delivered to the parties at the following address;

Township of Cavan Monaghan
 988 County Rd 10, RR #3
 Millbrook, ON L0A 1G0
 ATT: Chief Administrative Officer

Otonabee Region Conservation
 250 Milroy Drive
 Peterborough, ON K9H 7M9
 ATT: Chief Administrative Officer

8. The Agreement

IN WITNESS WHEREOF, the said parties hereto have hereunto affixed their corporate seals, attested by the hands of their proper officers, duly authorized in that behalf.

The Corporation of the Township of Cavan Monaghan:




John Fallis, Mayor



Elana Arthur, Township Clerk

The Otonabee Region Conservation Authority



Terry Low, Chair



Allan Seabrooke, CAO/ Secretary-Treasurer

Schedule A

1. Minor Variance - \$200.00 (plus fees for review of supporting reports; if required)
2. Official Plan Amendments - \$350.00 (plus fees for review of supporting reports; if required)
3. Severances - \$250.00 (plus fees for review of supporting reports; if required)
4. Site Plan - \$250.00 (single residential), \$400.00 (other developments) (plus fees for review of supporting reports; if required)
5. Subdivisions/ Condos - \$1,500.00 (plus fees for review of supporting reports; if required)
6. Zoning By-Law Amendments - \$275.00 (plus fees for review of supporting reports; if required)

Note: All fees collected by the Municipality with application and invoiced by the ORCA on a monthly basis. Fees for the supporting reports are invoiced to the proponent directly.