

MUNICIPAL STREAMLINING PARTNERSHIP AGREEMENT

FOR PLAN REVIEW, TECHNICAL CLEARANCE AND FEE COLLECTION

BETWEEN

THE CORPORATION OF THE TOWN OF BRADFORD WEST GWILLIMBURY

AND

NOTTAWASAGA VALLEY CONSERVATION AUTHORITY

APRIL 6, 2010

1. INTRODUCTION

Nottawasaga Valley Conservation Authority (NVCA) provides plan review and regulatory functions exercised under the *Planning Act* and the *Conservation Authorities Act*, as described in the NVCA Planning and Regulations Guidelines approved August 28th 2009 (or successor), or other applicable legislation. As outlined below this agreement is a partnership between the NVCA and its member municipalities intended to promote streamlining of the plan review process including enhancing communications and issue resolution.

The **PURPOSE** of this agreement is to:

- a) Provide for effective and streamlined NVCA plan review and technical clearance support/expertise to assist the Watershed Municipalities to make environmentally sound decisions on planning applications; consistent with the *Conservation Authorities Act* and relevant provincial and local policies;
- b) Support and 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;
- c) Clarify the roles and responsibility of the NVCA planning and regulations program; and,
- d) Develop clear protocols for NVCA-Municipal plan review communications and issue resolution (Schedule 3 currently under development).

2. ROLES AND RESPONSIBILITIES

The Town of Bradford West Gwillimbury (hereinafter the "Town") and the Nottawasaga Valley Conservation Authority (hereinafter the "NVCA") agree that:

- a) The Town will screen planning and development applications received by it and forward those applications which require NVCA review to the NVCA in a timely manner. The screening of the applications will occur in accordance with the Screening Procedures as set out in Schedule 1 attached. The Screening Procedures may be revised from time to time on written consent of each of the Parties.
- b) The NVCA will, in a timely manner, provide the Town with plan review and technical clearance services, as set out in Schedule 2 attached, in accordance with the Provincial Policy Statement and the NVCA Planning and Regulations Guidelines, by fulfilling the functions described below:
 - (i) Define features and assess the long-term ecological function and biodiversity of natural heritage systems, identifying opportunities where applicable for restoration or improvements. Examine the functions of these features, and establish requirements and conditions, to determine the need for and adequacy of studies (including environmental impact studies) which assess impacts and propose appropriate development limits defined through policy, mitigation, restoration and/or enhancement measures related to:
 - wetlands;
 - wildlife habitat;
 - habitats of threatened and endangered species;
 - fish habitat;
 - areas of natural and scientific interest;
 - woodlands;
 - valley lands;
 - flood, erosion and dynamic beach hazards;
 - flood and erosion watercourse and valley land hazards;
 - ground water discharge and recharge areas;
 - ground water quantity and quality; and
 - surface water quantity and quality.
 - (ii) Implement the Fish Habitat Management Agreement as signed between NVCA and the Department of Fisheries and Oceans Canada, to expedite the review of development applications and protect fisheries habitat, including, identify the need for an application

to be processed through an application for mitigation and compensation under the *Federal Fisheries Act*.

- (iii) Assist in the technical aspects of applying alternative development standards as a best management practice for stormwater management purposes and enhancement of natural heritage features and functions consistent with Provincial and local policies.
- c) Information or data sources generated through municipal or watershed studies or source water protection work will be shared with the Town, provided that the data sources are not restricted under third party licensing.
- d) Notwithstanding the purpose of this agreement it is recognized that:
 - (i) The NVCA will review and provide comments and advice in the context of the policies and land use designations of approved official plans and other guiding municipal documents;
 - (ii) Effective watershed management and environmental protection also requires the appropriate consideration of regional and local natural resources as identified through official and secondary plans, municipal studies, watershed and subwatershed studies, NVCA natural heritage mapping, or a site specific proposal;
 - (iii) The NVCA will continue to provide comments and recommendations as outlined in 2(b)(i), on planning matters circulated by the Town such as official plans and policy amendments and municipal studies; and
 - (iv) Nothing precludes the NVCA from commenting to the Town as would normally be exercised under the *Planning Act*, the *Conservation Authorities Act*, or other applicable legislation.
- e) Both parties agree to actively participate in predevelopment consultation.

3. TERM AND IMPLEMENTATION

- a) The Town and the NVCA agree:
 - i) The term of this agreement shall be for a period of three years from the date of execution by the Town and the agreement shall be automatically extended for additional three-year terms, on the same terms and conditions as contained herein at the discretion of the Town and the NVCA, until terminated or amended by either party in accordance with subsection 3(b) herein. Notwithstanding the above, the Screening Maps may be updated at any time at the discretion of the Town and the NVCA;
 - ii) That the Town and the NVCA will generally review this Agreement annually, to consider changes in programs of the parties or changes in Provincial policies, and at least three months prior to the expiry of each three-year term. The Town's Planning and Development Services department and NVCA staff will monitor the agreement and its expiry;
 - iii) To explore further opportunities to streamline the plan review system as it relates to Provincial and regional/local interests;
 - iv) To make provisions for NVCA staff to attend Ontario Municipal Board Hearings with municipal staff, with respect to the plan review and technical clearance services provided pursuant to this agreement. Where Town staff are attending hearings in which matters of mutual interest are at issue, Town staff may attend to represent both agencies' interests, at the mutual agreement of both parties. Notwithstanding the aforesaid, the NVCA will not be precluded from independently appealing a decision to the Ontario Municipal Board if they so choose;
 - v) To participate jointly in preconsultation as appropriate for new development proposals;
 - vi) That fees for plan review and technical clearance services shall be set by the NVCA, as approved by the Nottawasaga Valley Conservation Authority Board of Directors, and

reflected in the approved planning Fee Schedules, and any approved revised Schedules will be provided to the Town as they occur. The Town shall collect the base NVCA planning application fee, and remit any fees collected in a timely manner with the application to the NVCA;

- vii) That the NVCA shall be responsible for collecting any further Processing/Approvals/ and/or additional fees as required;
- viii) It is agreed that the Town will not knowingly or without prior communication to the NVCA issue building permits or provide final approval if the NVCA has not signed off on any application which may require a permit from the NVCA under its Regulation;
- ix) That the Town shall revise their development application forms to include reference to the NVCA fees and/or attach the Authority's information and invoice sheets to application forms. And, that Town staff will actively ensure that applicants are well informed with respect to the need to address the payment of any additional NVCA fees where applicable;
- x) That the NVCA shall provide to the Town a Screening Map, as described in Schedule 2, based on the best science/information available and will be updated periodically as new information becomes available; and,
- xi) That all parties agree to meet the requirements of the *Municipal Freedom of Information and Protection and Privacy Act*, R.S.O. 1990, Chapter M.56.

b) Any party may terminate this agreement at any time upon delivering 12 months written notice of termination, by prepaid registered mail, to all of the other parties, which notice shall be deemed to be received on the third business day from the date of mailing.

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

Town of Bradford West Gwillimbury
100 Dissette Street, Units 7 & 8, P.O. Box 100
Bradford, ON L3Z 2A7
Attention: Patricia Nash, Municipal Clerk

Nottawasaga Valley Conservation Authority
John Hix Administrative Centre
8195 8th Line
Utopia, ON L0M 1T0
Attention: Chief Administrative Officer

4. THE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused their Corporate Seals to be affixed hereto under the hands of their duly authorized officers.

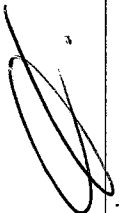
SIGNED, SEALED AND DELIVERED
in the presence of:

**THE CORPORATION OF THE TOWN OF
BRADFORD WEST GWILLIMBURY**
Per:



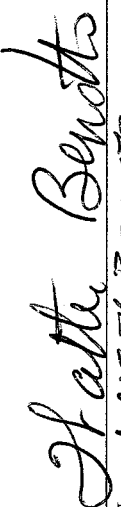
Doug White
Mayor

Authorized to be executed by By-law
2010-024 passed on the 6th day of April,
2010.



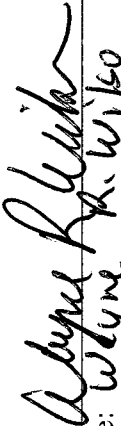
Jay Currier
Town Manager

**NOTTAWASAGA VALLEY CONSERVATION
AUTHORITY**
Per:



Name: **WALTER BENNETT**
Chair

May 14, 2010
Date



Name: **Wynne R. Wilko**
Chief Administrative Officer

May 14, 2010
Date

SCHEDULE -1*Screening Procedure*

1. The following Screening Criteria is to be used in conjunction with the NVCA (CA) Screening Map to provide the Town with a reference for the circulation of development applications and/or policy documents.
2. All policy documents that may affect environmental and/or natural hazard issues and/or NVCA lands should be circulated to the NVCA for comment; e.g., Official Plan and Secondary Plan Amendments, Policy Amendments, Background Municipal Studies, Subwatershed Studies, Environmental Assessments and other environmental studies.
3. Where the land area of a development application is wholly, or partially within or abutting the NVCA Screening Area described on the Screening Map, the following applications should be forwarded, along with the required appropriate review fee as part of the approvals process:
 - a. Site Specific Official Plan Amendment Applications also any applications related to items c, d or g below.
 - b. Site Specific Rezoning and Minister's Zoning Order Applications, also any applications related to items c, d or g below.
 - c. Plan of Subdivision Applications which are both within and outside the screening area.
 - d. Plan of Condominium Applications which have not received previous site plan or subdivision approval, which are both within and outside the screening area.
 - e. Consent Applications involving easements, creation of new lots or part lots, and/or lot boundary adjustments or additions.
 - f. Minor Variance Applications.
 - g. Site Plan Approval Applications (pursuant to Section 41 of the *Planning Act* which are both within and outside the screening area.
4. For Building Permit Applications, the Town will advise applicants to confirm any requirements directly with the NVCA, and ensure that the application is in accordance with the requirements of the *Ontario Building Code* that building permits shall not be issued for properties that may be subject to flood and erosion, until such time as requisite clearances have been provided by the NVCA.
5. Any works proposed within or adjacent to a valley or stream corridor or other areas regulated by the NVCA, may require NVCA permit approval under the NVCA's Ontario Regulation. Where it has been identified by the NVCA that such permits are required, this requirement shall be identified in, and where feasible be a condition of, all *Planning Act* approvals provided by the Town.
6. For all development applications not within NVCA regulated areas, or other areas of concern to the NVCA, the Town will be solely responsible for the review, approval, inspection and enforcement of erosion and sediment control measures during the construction period.
7. Within the area of interest of the NVCA, landscape and planting requirements, in addition to sediment and erosion control requirements may be required by the NVCA, and shall be considered by municipal staff in their review of affected applications.
8. For all applications listed in number 3 (above), the NVCA may require review of, and/or request additional studies in support of, proposed or requisite stormwater management measures.

SCHEDULE-2*Definitions*

1. "Plan Review" is defined as:
 - (i) reviewing development applications in a timely manner recognizing the *Planning Act* objectives;
 - (ii) delineating the limits of the natural features and systems;
 - (iii) identifying the need for technical reports; and
 - (iv) specifying conditions of approval.
2. "Technical Clearance" is defined as:
 - (i) assessing technical reports submitted by the proponent to determine if the reports satisfy the conditions specified; and
 - (ii) clearing the conditions.
3. "Screening Map" is defined as:
 - (i) a map delineating the area of the interest of the NVCA as may be relevant to policy formulation or development applications. Specifically, the area of interest may include:
 - NVCA regulated areas including: watercourses, river and stream valleys, natural hazards (flooding, erosion and unstable soils/bedrock), wetlands, and associated allowances/other lands; and,
 - Natural features and areas including: areas of natural and scientific interest, habitat of rare and endangered and threatened species, wildlife habitat, woodlands, wetlands, surface and groundwater features and fisheries habitats.

SCHEDULE-3

Plan Review Communications and Issue Resolution Protocol

To be developed, with the intent of addressing the following key principles:

- Any disputes should be resolved in a *collaborative* manner between the NVCA and Municipal staff.
- Each party should clearly articulate their expectations with clear lines of communication and *respect* for each part's interests.
- Before proceeding to any formal dispute resolution mechanisms involving NVCA Board or Directors or Municipal Council, the NVCA and Town staff should use their best efforts to *jointly* develop a written issue statement, describing the facts and events leading to the dispute with potential resolution options.

The Corporation of the Town of Bradford West Gwillimbury

BY-LAW 2010-024

Nottawasaga Valley Conservation Authority – Municipal Streamlining Partnership Agreement

Being a By-law of The Corporation of the Town of Bradford West Gwillimbury to authorize the signing and execution of the Nottawasaga Valley Conservation Authority – Municipal Streamlining Partnership Agreement.

WHEREAS Section 8 of the *Municipal Act*, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this and any other Act;

AND WHEREAS the Council of The Corporation of the Town of Bradford West Gwillimbury is desirous of entering into the Nottawasaga Valley Conservation Authority – Municipal Streamlining Partnership Agreement dated March 16, 2010;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF BRADFORD WEST GWILLIMBURY HEREBY ENACTS AS FOLLOWS:

1 WORD USAGE

1.1 The headings and subheadings used in this By-law shall be deemed to be inserted for convenience of reference.

2 GENERAL PROVISIONS

2.1 That the Municipal Streamlining Partnership Agreement between the Nottawasaga Valley Conservation Authority and the Town of Bradford West Gwillimbury, attached hereto as Appendix 1 be hereby approved and shall form part of this By-law.

2.2 That the Mayor and Town Manager are hereby authorized to sign and affix the corporate seal to the said Municipal Streamlining Partnership Agreement as Appendix 1 attached hereto.

3 CONFLICTING LEGISLATION

3.1 Where there is any conflict between the provisions of this By-law and the provisions of the *Municipal Act*, as amended, the provisions of the *Municipal Act* shall prevail to the extent of the conflict.

4 VALIDITY AND SEVERABILITY

4.1 It is hereby declared that notwithstanding any section, subsection, clause, paragraph or provision of the By-Law or parts thereof, may be declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or beyond the powers of Council to enact, such section or sections or parts thereof shall be deemed to be severable and shall not effect the validity or enforceability of any other provisions of the By-law as a whole or part thereof and all other sections of the By-law shall be deemed to be separate and independent there from and enacted as such.

4.2 Whenever any reference is made in this By-law to a statute of the Legislature of the Province of Ontario, such reference shall be deemed to include all subsequent amendments to such statute and all successor legislation to such statute.

5 SCHEDULES

5.1 That Appendix "1" attached hereto as Schedule "A" shall form part of this By-law.

6 SHORT TITLE

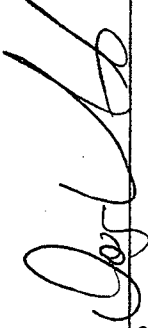
6.1 This By-law shall be cited as the "Nottawasaga Valley Conservation Authority – Municipal Streamlining Partnership Agreement".

7 FORCE AND EFFECT

7.1 This By-law shall take effect and become in full force and effect upon the day of third reading and passage thereof.

READ A FIRST, SECOND, AND THIRD TIME AND FINALLY PASSED THIS 6th DAY OF APRIL, 2010.


TOWN MANAGER


MAYOR