

## **Appendix 2 b**

### **Agreement for Streamlining of Consent and Minor Variance Applications**

**PARTNERSHIP AGREEMENT FOR STREAMLINING THE CIRCULATION PROCEDURES  
FOR CONSENT AND MINOR VARIANCE APPLICATIONS**

**B E T W E E N**

**The Nottawasaga Valley Conservation Authority**

**(herein referred to as the “NVCA”)**

**- and -**

**The Township of Adjala-Tosorontio  
The Township of Amaranth  
The Township of Clearview  
The Township of Essa  
The Town of Mono  
The Township of Mulmur  
The Town of New Tecumseth  
The Township of Oro-Medonte  
The Town of Shelburne  
The Township of Springwater  
The Town of Wasaga Beach**

**(herein referred to as the “watershed municipality [ies]”)**

**PARTNERSHIP AGREEMENT**

**Basis**

On July 1, 1999, the NVCA and the Town of New Tecumseth ratified a preliminary streamlining agreement with regard to applications for consent and applications for minor variance. This agreement, which was struck by a “Letter of Intent”, was essentially a pilot project to determine if a similar streamlining model could be used with the other watershed municipalities. We have determined, based on our assessment over the past six months, that the implementation of the streamlining agreement with the Town has been very successful.

On this basis, the NVCA consulted the remaining 16 municipalities in the watershed in order to determine if there were any interest in establishing a similar-type agreement. The Town of Collingwood was not contacted due to a similar Memorandum of Agreement that was previously established in December 1994 with the NVCA. Of the 16 municipalities, 69% expressed an interest in establishing an agreement while the status quo will be applied to the remaining 31% at this time. The basis of this Agreement is to recognize an existing decision-making ability of our watershed municipalities related to “screening” applications and to allow the NVCA to focus on those applications with relevant conservation authority issues.

### **Purpose**

The purpose of this Agreement is to:

- establish a framework for streamlining the consent and minor variance process;
- create efficiencies with regard to the circulation of consent/minor variance applications;
- save time and money by reducing duplication;
- provide the watershed municipalities with increased decision-making autonomy; and,
- allow the NVCA (human resources) to focus on broader watershed planning initiatives.

### **Principles**

This Partnership Agreement is based on the following principles:

- continued cooperation between the NVCA and the watershed municipalities;
- effective communication of information;
- direct consultation between the NVCA and the watershed municipalities;
- cost effective proactive planning over cost intensive reactive planning; and,
- cost recovery for the NVCA plan review service.

### **Legislative Context**

Subsections 45(5) and 53(5) of the Planning Act specify that public bodies shall receive notice of a hearing related to minor variance and consent applications respectively. Ontario Regulations 200/96 and 197/96 further specify that notice of an application for minor variance and an application for consent respectively shall be given to the secretary-treasurer of the local conservation authority. The Regulations also identify that notice is not required if the conservation authority has notified the approval authority accordingly. This Partnership Agreement will establish a modified notice procedure by requiring that only those applications of particular conservation authority interest will be circulated to the NVCA. This Agreement only applies to minor variance and consent applications under Sections 45 and 53 of the Act.

### **Jurisdiction**

This Partnership Agreement will use the “watershed” of the NVCA as the jurisdictional boundary. This Agreement will only apply to those lands within the municipality's jurisdiction where the NVCA watershed exists. For those municipalities that are partly within the NVCA's jurisdiction, the lands beyond the “watershed” will not be subject to this Agreement. For the purposes of this Agreement, the term “watershed” includes the entire lands within the municipal jurisdiction of the Township of Springwater.

### **Roles and Responsibilities**

#### **The Watershed Municipalities**

1. The watershed municipality will continue to circulate consent and minor variance applications to the NVCA, in the manner prescribed under the Planning Act, as follows:

- if the property is environmentally designated (e.g. Hazard Land) in the Official Plan;
  - if the property is environmentally zoned (e.g. "EP" or "OS") in the Zoning By-Law;
  - if the property is in a natural heritage feature (e.g. woodland, wetland, etc.);
  - if the property is located in proximity to natural hazardous lands (e.g. steep slopes);
  - if the property is traversed by a watercourse or abuts a watercourse;
  - if the property is located on the shoreline of Georgian Bay, Little Lake, or Orr Lake; or,
  - if the property is located in the flood plain and fill plain.
2. The watershed municipality will discontinue the circulation of consent and minor variance applications to the NVCA if the property is located outside an area identified in #1 above.
  3. Where necessary, the watershed municipality will consult with the NVCA in order to determine if the property is located within the areas identified in #1 above. At the discretion of the watershed municipality, an application may be circulated to the NVCA where the subject property is located outside an area identified in #1 above.
  4. For those applications that meet one of the criteria identified in #1 above, the watershed municipality will collect the \$100 plan review fee on behalf of the NVCA. The \$100 cheque, payable to the NVCA, will be attached to the application. The application and the cheque will then be forwarded to the NVCA. This plan review fee may be amended at the discretion of the NVCA Executive Committee in consultation with the watershed municipalities.

#### The NVCA

1. The NVCA will provide the watershed municipalities with the necessary information related to natural hazard lands, such as flood plains and fill plains, and natural heritage features, such as wetlands in order to assist municipal staff with the "screening" function.
2. The NVCA will review and provide comment on the circulated applications within the time frame provided for under the Planning Act.
3. The NVCA will review and provide comment on the circulated applications in conformity with the *Provincial Policy Statement* (Revised 1997) under the Planning Act and the *Nottawasaga Valley Watershed Management Plan* (1996) under the provisions of the Conservation Authorities Act, and their successors.
4. The NVCA will participate in pre-submission or "upfront" consultation in order to promote cost effective proactive planning.

#### Implementation and Transition

This Partnership Agreement will take effect on the date a resolution is passed by the NVCA Executive Committee and the date identified on each resolution passed by the participating municipalities. Staff of the watershed municipalities may consult the NVCA during the early stages of implementation in order to ensure a smooth transition. To promote effective decision making, direct consultation between the watershed municipalities and the NVCA is strongly encouraged.

## Partnership Agreement

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Monitoring

This Partnership Agreement will be reviewed on an on-going basis to evaluate its effectiveness. This Agreement may be amended from time to time in order to reflect any changing policies or programs at the provincial, conservation authority, or municipal level. At any time, a watershed municipality or the NVCA (within 30 days notice) may terminate this Agreement in whole or in part by resolution from the municipality or the NVCA Executive Committee. Technical amendments, such as correcting typographical errors or altering language to reduce ambiguity, may be permitted without approval from the municipalities and the Executive Committee.

Insurance



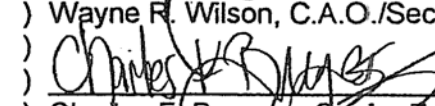
During the entire term of this Agreement, the watershed municipality agrees to obtain and keep in force a general public liability insurance policy that protects the municipality and the employees of the municipality from all claims, demands, actions, causes of actions, that may be taken or made against them or any of them for any loss, damage or injury, including death of any nature or kind whatsoever, that may arise through any act or omission or both, including negligent acts or omissions of the watershed municipality, or any employee or employees of the watershed municipality, or any of them.

Certification

This Partnership Agreement will take effect only by resolution from council or committee of adjustment of the individual watershed municipality and from the NVCA Executive Committee. The resolutions will be attached to this Agreement as Appendix "A". This Agreement will also be certified by way of signatures as follows:

Dated at Angus, this 9<sup>th</sup> day of June, 2000.

On behalf of the Nottawasaga Valley Conservation Authority

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) Harold Parker, Chair  
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) Wayne R. Wilson, C.A.O./Secretary-Treasurer  
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) Charles F. Burgess, Senior Environmental Planner