

PLAN REVIEW AGREEMENT

AGREEMENT MADE AS OF THE ST DAY of, 2011 BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHISHOLM

(Hereinafter referred to as the "Township")

OF THE FIRST PART

- and -

THE NORTH BAY-MATTAWA CONSERVATION AUTHORITY

(Hereinafter referred to as the "NBMCA")

OF THE SECOND PART

IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN THE PARTIES HERETO DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. PURPOSE

The purpose of the Agreement is for the Township (Approval Authority) to contract with the NBMCA to undertake land use plan review responsibilities under the Provincial one window plan review process for Section 1.1.4.1 c, Section 2.0 and Section 3.0 of the Provincial Policy Statement 2005 (PPS) (as defined in Appendix A, Schedule 2. The NBMCA has directly delegated responsibilities from the Province with respect to Natural Hazards in reference to Section 3.1 of the PPS. The NBMCA also has delegated responsibilities under Part 8 of the Ontario Building Code (OBC), private sewage disposal systems (< 10,000 l/day) and will provide advice with respect to conformity to Part 8 of the OBC.

2. RESPONSIBILITIES

a. The NBMCA and the Township mutually agree that:

- i) This Agreement applies to the Township and the area under its jurisdiction;
- ii) The NBMCA has the expertise to provide plan review advice to the Township with regard to Section 1.1.4.1 c, Section 2.0 and Section 3.0 of the PPS and with respect to conformity with Part 8 of the OBC. The NBMCA has delegated responsibilities to provide input regarding Section 3.1 of the PPS. The parties acknowledge that the Township is the Approval Authority for those planning applications for which the Township is so designated by statute;
- iii) Fees will be collected by the Township on behalf of the NBMCA for this purpose at a rate of 25% of the Township fee and remitted by the Township to the NBMCA on a monthly basis;
- iv) Plan review functions delivered through the NBMCA for natural hazard matters will continue to be delivered to the Township within the annual budget appropriation for this program approved by the Township;

- v) This Agreement may be amended by mutual agreement in writing from time to time to reflect changes in the programs of parties to this Agreement, or as a result of changes in provincial policies or as a result of subsequent discussions between the parties hereto; and
 - vi) Either party to this Agreement may terminate the agreement at any time in writing to the other party to the agreement, with a minimum of six months notice.
- b. The Township agrees to:
- i) Circulate to the NBMCA under this Agreement those planning applications listed in Appendix "A", Schedule 1. Fees will be collected by the Township on behalf of the NBMCA for this purpose and remitted by the Township to the NBMCA on a monthly basis;
 - ii) Transfer appropriate policy statements, guidelines, manuals, maps, information, data and criteria to the NBMCA as it is received from the Province of Ontario under the terms of the Memorandum of Understanding between the Province of Ontario and the Township regarding municipal plan review; and
 - iii) Make other arrangements for the provision of plan review advice and technical clearance services identified in this Agreement, when in the opinion of the Township or the NBMCA, utilizing the NBMCA specified in this agreement could result in a conflict of interest for the NBMCA.
- c. The NBMCA agrees to:
- i) Provide the Township with those services listed in Appendix "A", Schedule 2 for an application fee of 25% of the Township Planning Fee, at no extra cost to the Township, i.e. within the annual budget appropriation for the NBMCA's programs approved by the Township;
 - ii) Provide the Township with those services listed in Appendix "A", Schedule 3 on a fee for service basis, mutually agreed upon by the Parties to this agreement;
 - iii) Provide its comments to the Township within the legislative timeframe for the following types of applications: site-specific Zoning By-Law Amendments, Official Plan Amendments, Severance Applications, Minor Variance Applications and Road Closure Applications.
 - iv) Provide its comments to the Township within 60 calendar days of receipt of an application from the Township for the following types of applications: Plan of Subdivision and Plan of Condominium;
 - v) Provide its comments to the Township within 10 calendar days of receipt of an application from the Township for the following types of applications: Site Plan Control Agreement;
 - vi) Provide its comments to the Township within 120 calendar days of receipt of an application from the Township for the following types of applications: Five (5) year Official Plan Comprehensive Review;
 - vii) Provide advice on whether the application in the opinion of the NBMCA is consistent with the Provincial Policy Statement through the Plan Review Services;
 - viii) Not disseminate any data, maps, information or other documents

either received directly from the Province or identified as "Provincial Data" by the Township;

- ix) Disseminate Township data, maps, information or other documents when requested, and only in accordance with Township policies and procedures;
- x) Make provision for its staff to attend Public Meetings, Ontario Municipal Board Hearings, and other consultation meetings as required, upon the request of the Township, with respect to the plan review services provided pursuant to this Agreement, at no extra cost to the Township (i.e. within the annual budget appropriation for the NBMCA's program approved by the Township).
- xi) Transfer appropriate policy statements guidelines, manuals, maps, information, data and criteria to the Township, as it is received from the Province of Ontario.

3. FRAMEWORK FOR IMPLEMENTATION

This Agreement will take effect on December 1, 2010.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

THE TOWNSHIP OF CHISHOLM

MAYOR
LEO JOBIN

CLERK/TREASURER
LINDA RINGLER

NORTH BAY-MATTAWA CONSERVATION AUTHORITY

GENERAL MANAGER
BRIAN TAYLER

CHAIR
DAVE MENDICINO

WE HAVE THE AUTHORITY TO BIND THE CORPORATION

**APPENDIX “A” – SCHEDULE 1
CIRCULATION STATUS BY APPLICATION TYPE AND DEFINITIONS**

1. The Township advises the NBMCA that under this Agreement it will circulate the following types of applications made to the Township under the provisions of the Planning Act, to the NBMCA for comment as per the functions listed in Appendix “A”, Schedules 2 and 3:
 - Subdivisions;
 - Condominiums;
 - Official Plan Amendments;
 - Zoning By-law Amendments;
 - Minor Variances;
 - Severances;
 - Five (5) year Official Plan Review

2. **“Plan Review”** as applied in Appendix “A”, Schedule 2 includes:
 - i) Screening development applications to determine if and where a Provincial Interest under the terms of the Planning Act may be affected;
 - ii) Identifying the need for technical reports to be generated in the approval process for a development application; and
 - iii) Recommend conditions of approval to be considered by the Township as the Township is the approval authority.

3. **“Provincially Delegated Authority”** as applied in Appendix “A”, Schedule 2 includes:
 - i) Those responsibilities that have been directly delegated to the North Bay-Mattawa Conservation Authority for decision making purposes on behalf of the Province of Ontario. The delegated authorities include Natural Hazards in reference to Section 3.1 of the Provincial Policy Statement 2005 and Part 8 of the Ontario Building Code (OBC), private sewage disposal systems (< 10,000 l/d); and
 - ii) In addition to those provincially delegated responsibilities described above, the NBMCA also has technical clearance authority for Section 1.1.4.1(c) of the Provincial Policy Statement 2005 and stormwater management reports that are prepared for developments occurring within an area regulated by the NBMCA under the Conservation Authorities Act.

APPENDIX “A” – SCHEDULE 2

**SERVICES TO BE PROVIDED BY THE NBMCA TO THE TOWNSHIP
AT NO EXTRA COST**

FUNCTION	PLAN REVIEW	PROVINCIALY DELEGATED AUTHORITY
Review for Site Specific Storm Water Planning	*	
Review for Site Specific Storm Water Planning where the subject property is within the Regulated Area of the Conservation Authority	*	* Technical Clearance
Review Sub-Watershed Planning/Master Drainage Planning	*	
Review and Identify Wetlands	*	
Clear Wetland Impact Mitigation Measure	*	*
Identify Groundwater Recharge Areas	*	
Identify Wildlife Habitats	*	
Identify Areas of Natural & Scientific Interest	*	
Identify Fish Habitats	*	
Identify Provincially Significant Wetland	*	
Identify Provincially Significant Wildlife Habitats	*	
Identify Habitats of Threatened and Endangered Species	*	
Identify Provincially Significant Areas of Natural and Scientific Interest	*	
Identify Flood and Erosion Hazards	*	*
Identify Flood and Erosion Watercourse and Valley Land Hazards	*	*
Identify Groundwater Quantity and Quality	*	
Identify Surface Water Quantity and Quality	*	
Identify Archaeological or Natural Heritage Potential	*	
Identify Class 1, 2 or 3 Agricultural Lands Potential	*	
Review and comment on impacts to groundwater recharge / discharge areas	*	
Septic System review – Part 8 of the OBC	*	*
Minimum Distance Separation (Section 1 .1 .4.1(c) of the Provincial Policy Statement 2005)	*	* Technical Clearance

APPENDIX "A" – SCHEDULE 3

**SERVICES TO BE PROVIDED BY THE NBMCA TO THE TOWNSHIP
ON A FEE FOR SERVICE BASIS**

FUNCTION	PLAN REVIEW	PROVINCIALY DELEGATED AUTHORITY
Outside Consultants, Engineering Studies	*	