

PLANNING REVIEW SERVICE DELIVERY AGREEMENT

THE AGREEMENT, dated this 4th day of December, 2019

BETWEEN:

Quinte Conservation Authority
(“the Conservation Authority”)

-and-

Township of South Frontenac
(the “municipality”)

Context

Under the *Planning Act*, the Municipality is an approval authority and responsible for making planning decisions that will determine the future of its communities. In accordance with the *Act*, it is required to provide notice of municipal policy documents and planning and development applications to public commenting bodies, including Conservation Authorities. The municipality is responsible for ensuring consistency with Provincial Policy Statements released under the *Planning Act*. Implementation of the Provincial Policy Statement requires extensive experience and expertise, including environmental expertise.

The Conservation Authority reviews planning and development applications to ensure delegated responsibilities from the Province are addressed. Conservation Authorities were delegated natural hazard responsibilities by the Minister of Natural Resources in April 1995.¹ Natural hazard responsibilities include floodplain management, hazardous slopes, Great Lakes shorelines, unstable soils, and erosion which are encompassed by the “Natural Hazards” section of the Provincial Policy Statement (PPS). In this delegated role, the Conservation Authority is responsible for representing the “Provincial Interest” on planning matters where the Province is not involved. Further, the Conservation Authority is not compensated by the Province for this delegated role and therefore charges a fee to applicants on a cost recovery basis.

Conservation Authorities can also be involved in the planning process as watershed based resource management agencies with a mandate (as defined under Section 20 and 21 of the *Conservation Authorities Act*) to protect and manage the local watershed, including but not limited to natural hazards, natural heritage, and water. Through review of planning applications, the Conservation Authority works to ensure that its program interests are addressed. It is also an opportunity to advise municipalities of regulatory responsibilities (e.g., the Conservation Authority’s regulations). As with our role regarding the review of Natural Hazards, this additional review is not compensated by the Province and the Conservation Authority charges a fee to applicants on a cost recovery basis in conjunction with the aforementioned Natural Hazards review fee.

¹ This role does not extend to other portions of the Provincial Policy Statement unless specifically delegated or assigned in writing by the Province.

A Conservation Authority can enter into agreements with municipalities to outline the planning service provided by the Conservation Authority to the municipality and will charge a fee to the applicants for such services to recover costs on a user-pay basis. Quinte Conservation's fees are set out in its Fee Policy & Schedule, which may be updated from time to time with the approval of the Board of Directors.

Purpose

(1) The purpose of this Agreement is to establish a co-operative arrangement between the municipality and the Conservation Authority to ensure a comprehensive review of applications subject to the provisions of the Planning Act, RSO 1990 and other statutes as may apply. Conservation Authority staff will provide environmental planning services to the municipality, which will focus on the natural hazards, and will also include natural heritage and water quality and quantity aspects of the Provincial Policy Statement and other legislation as applicable.

Goals

(2) The goals of the Agreement between the municipality and the Conservation Authority are:

- a) to provide advice through efficient planning service delivery to development proponents and the municipality within the Conservation Authority's watershed pertaining to matters listed in Schedule 1 or as otherwise identified or requested by the municipality;
- b) to effectively identify and address environmental issues related to matters of federal, provincial, regional, and local interest in the decision making process on planning applications (e.g., Provincial Policy Statement, *Conservation Authorities Act & Regulations*, etc.).

Roles and Responsibilities of the Municipality

- (3) The municipality will circulate to the Conservation Authority under this Agreement those development and planning applications listed in Schedule 1. This includes natural hazard interests (that the Conservation Authority has delegated responsibility for) as well as other environmental interests.
- (4) The municipality agrees to retain consultants other than the Conservation Authority to provide the plan review and technical clearance services identified in this Agreement, when in the opinion of the Conservation Authority or the municipality, utilizing the Conservation Authority as specified in this Agreement could result in a conflict of interest for the Conservation Authority.
- (5) The municipality agrees to collaborate with the Conservation Authority when developing new or updating Official Plan policy in order to ensure that appropriate schedules, overlays and text are incorporated to adequately address natural heritage features, water protection, and natural hazards.

Roles and Responsibilities of the Conservation Authority

- (6) The Conservation Authority will assist the municipality in its role as an approval authority through its regular comments to the municipality on the matters outlined in Schedule 1.
- (7) Nothing in Paragraph (6) prevents the Conservation Authority from advising the municipality of any issue of interest to it, as it may relate to an application for development under Ontario Regulation 319/09.
- (8) The Conservation Authority will provide the best available and technically sound information on items relating to natural heritage, water protection, and natural hazards for the development of Official Plan policy.
- (9) The Conservation Authority agrees to make available qualified staff to provide pre-consultation services and to attend meetings arranged by the municipality pertaining to matters listed in Schedule 1.

Service Standards & Best Practices

- (10) The Conservation Authority and the municipality will encourage applicants to pre-consult with the Conservation Authority in order to identify potential issues within the proposal prior to submission of a formal application.
- (11) The municipality should allow for a minimum of 10 business days following the Conservation Authority's receipt of a planning application for review of applicable policy, a site visit, meetings, and to provide necessary comments.
- (12) Review of technical reports will be completed within 20 business days of receiving the formal circulation of the document from the municipality².
- (13) When Conservation Authority staff determines that a review will take longer than the timelines provided for in either (11) or (12) above, the Conservation Authority shall advise the municipality and the proponent as soon as possible.
- (14) The municipality, as the first point of contact, will advise applicants of both the role of the Conservation Authority in the development approvals process and the Conservation Authority's fees.
- (15) The municipality is to provide the Conservation Authority with the most current policy documents (e.g., Official Plans, Comprehensive Zoning By-Laws). Conversely, the Authority will provide the municipality with its most current policy and regulation documents.

² All submissions must conform to current QC and regulatory guidelines.

(16) Both parties have a duty to understand the role and responsibility of the other party. Both parties will provide accurate information about the role and services of the other party in the context that affect the proponent.

Implementation

(17) This Agreement applies to the area of the municipality within the Conservation Authority's jurisdiction.

(18) This Agreement shall only apply to those planning applications identified on Schedule 1 and as otherwise identified or requested by the municipality.

(19) This Agreement will come into effect upon endorsement by the municipality and the Conservation Authority and will remain in effect until such time as one of the parties terminates this Agreement. The Agreement may be terminated by either party, in writing to the other party to the Agreement, on a minimum of 90 days' notice.

(20) The municipality and the Conservation Authority agree that this Agreement shall supersede all previous plan review agreements between the municipality and the Conservation Authority.

(21) This agreement shall be posted on the Conservation Authority website for public access.

(22) The municipality and the Conservation Authority agree to review this Agreement and its implementation on a periodic basis (no later than a 5 year period). Terms can be renegotiated at any time at the initiation of either party.

(23) The municipality and the Conservation Authority agree to share data where possible subject to all necessary data sharing agreements having been entered into.

(24) The municipality and the Conservation Authority agree to explore opportunities to create further efficiencies.

(25) The Conservation Authority will recover costs for performing functions under this Agreement, in accordance with the Conservation Authority's current and applicable Fee Policy & Schedule.

Fee Collection

(26) The Conservation Authority will continue to receive fees as established in the January 2019 agreement with South Frontenac. South Frontenac will collect fees for the Conservation Authority at the time a planning application is submitted and forward these fees when the application and notice of public meeting are sent to the Conservation Authority.

(27) The Conservation Authority reserves the right to appeal a decision of the municipality on any planning decisions.

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

Signed, Sealed and Delivered

Township of South Frontenac



Signing Officer *Neil Carbone, CAO*

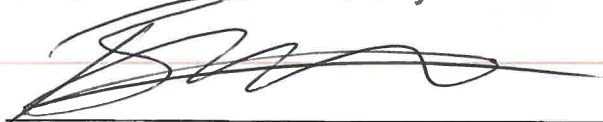
December 4, 2019

Date

Signing Officer

Date

Quinte Conservation Authority



Brad McNevin - Chief Administrative Officer

Dec-04-2019

Date

SCHEDULE 1

CIRCULATION STATUS BY APPLICATION TYPE AND DEFINITIONS

1. The Conservation Authority advises the municipality that, under this Agreement, the municipality is required to circulate, with the exceptions noted in item 2 below, the following types of development/planning applications to the Conservation Authority for comment:
 - a. Subdivisions
 - b. Condominiums
 - c. Consents
 - c. Minor Variances
 - d. Site Plans
 - e. Zoning By-Law Amendments
 - f. Official Plan Amendments

The Conservation Authority will screen all applications as they are submitted and any applications not reviewed, a refund will be provided to the applicant.

2. Excluded applications (which the municipality is not required to circulate to the Conservation Authority) include:
 - a. Zoning by-law amendments related to previously circulated severances, where the Conservation Authority concerns have been addressed;
 - b. Technical severances (lot additions, lot line adjustments, etc.) which have no potential to impact natural hazards, natural heritage, or water quality/quantity.
3. Quinte Conservation will review and comment on planning applications with respect to potential environmental impacts. These include:
 - Mandated by the Province
 - a. Natural Hazards (floodplain management, hazardous slopes, Great Lakes shorelines, unstable soils or bedrock, and erosion) where the Conservation Authority has delegated responsibility
 - b. Ontario Regulation 319/09 – Quinte Conservation Authority: Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses (under Section 28 of the Conservation Authorities Act);
 - Additional Review Services³
 - c. Natural Heritage
 - d. Hydrogeology (water quality and quantity)⁴
 - e. Stormwater.(water quality and quantity)
4. Quinte Conservation's Review includes:
 - a. Reviewing development applications to determine if and where an environmental impact has potential to occur;

³ Although not mandated by the Province, these are services that, as a resource management agency, have consistently been part of CA comments/review. The municipality bears the responsibility for the review of these issues should they choose not to have the CA assess them.

⁴ Review of hydrogeology will be completed for subdivisions. Other files (e.g. severances and zoning changes related to pits and quarries) will be reviewed as requested and based on staff availability.

- b. Providing written comments and recommendations (including conditions of approval) to the Municipality;
- c. Advising the municipality of the Conservation Authorities Act Section 28 regulations and other applicable legislation for which the Conservation Authority has responsibility;
- d. Identifying the need for, and the adequacy of, technical reports and proposing mitigation measures for applications;
- e. Assisting in the preparation of terms of reference for studies and reports for plan review applications.

5. "Technical Clearance" includes:

- a. Assessing technical reports submitted by the proponents to determine if the reports have been prepared in accordance with Conservation Authority guidelines and standards.

