

Bruce County and Municipal
Planning Services Agreement

BETWEEN:

The Corporation of the Municipality of Arran-Elderslie

Municipality of Northern Bruce Peninsula

Town of South Bruce Peninsula

Municipality of Brockton

Municipality of Kincardine

Municipality of South Bruce

Town of Saugeen Shores

Township of Huron-Kinloss

(the "Municipality" or "Municipalities")

And

Bruce County

(the "County")

Whereas the Planning Act requires the County to enact and maintain an Official Plan and to approve any Official Plan or Official Plan Amendment adopted by a local Municipality, and makes the County the approval authority for Plans of Subdivision, Plans of Condominium, Consents to sever land and part lot control by-laws; and

Whereas section 15 of the Planning Act authorizes the County to assume responsibility for planning matters on behalf of the Municipalities and to provide general planning advice to the Municipalities, and the County has done so under Memorandum's of Understanding since as early as 1994;

Now therefore the County and the Municipalities agree as follows:

1. **Purpose** - The purpose of this Agreement is to outline the framework for an updated planning partnership that will:
 - Eliminate unnecessary duplication;
 - Clarify roles and responsibilities;
 - Increase accessibility for applicants and,
 - Create efficiencies and otherwise maximize benefits.

2. **Planning Authority and Responsibilities**

- a) **County Responsibilities** -- The County is required under the Planning Act to prepare, adopt, and maintain an Official Plan for the County that aligns with Provincial interests as defined in legislation and Provincial Policies.

The County is also the approval authority with respect to:

- County Official Plan Amendments
- Local Official Plans and Amendments
- Plans of Subdivision
- Plans of Condominium
- Consents / Severances
- Part lot control Bylaws
- County Community Improvement Plans

- b) **Lower-Tier Municipal Responsibilities**--The Municipalities are the approval authority for the following under the Planning Act:

- Zoning by-laws
- Site plan approvals
- Minor variances
- Local Community Improvement Plans
- Any other by-laws or actions authorized under the Act

- c) **County Planning Service Responsibilities** --The Municipalities hereby contract with the County, and delegate responsibility to receive and process for consideration by the Council of the applicable Municipality, third party applications in respect of the following development matters:

- i) Local Official Plan amendments under s. 17 of the Planning Act;
- ii) Zoning By-law amendments under s. 34 of the Planning Act; and,
- iii) Minor Variance applications under s. 44 and 45 of the Planning Act and the County accepts this responsibility.

- d) **Policy and Project Development** --The County has a role as commenting agency and may also be retained by a Municipality to carry out a special project or Policy update. Examples of projects that this section applies to include an Official Plan update, zoning by-law review, community improvement plan and other such projects.

The following steps will be taken in respect of policy and program development projects:

- i) The Municipality will provide the County with as much advance notice regarding timing of a major policy or special project and at a minimum, will advise the County when a report to obtain authority is in the early stages of preparation.

- ii) Where it is the intention of the Municipality to request the County carry out this work on its behalf, the Municipality will advise the County, and the County will advise within 30 days if it can accept the project, taking into account the priorities defined in s.3.
 - iii) Where the parties agree, that the County will undertake the project, the County will provide the Municipality with a proposed timeline to complete the project, and will advise the Municipality if it does not have the resources to meet the Municipality's requirements, in which case the parties will discuss best options to proceed, including one or both party adjusting priorities or the Municipality retaining a consultant to do all or part of the work.
 - iv) The County will work with the Municipality to carry out such work in a way that reflects local context in the exercise of professional judgement, in addition to aligning with the Local and County Official Plans.
3. **Prioritization of Planning Matters-** Planning matters will be reviewed on the following order of priority:
- a) Development applications -the Parties agree that the timelines set out in the Planning Act require that development applications be treated as first priority, and the County will dedicate sufficient resources to processing these applications within the timelines set out in the Planning Act.
 - b) Local Official Plan and Zoning By-Law comprehensive reviews – there is a benefit to updating local Official Plans soon after the County Official Plan has been updated, and the Municipalities will work with the County to schedule and prioritize these updates, recognizing that the County will have a role as commenting agency in situations where the Municipality chooses to use an external consultant to carry out the work.
 - c) Special Projects - from time to time the County is requested to carry out policy and special projects on behalf of a Municipality, and section 2d) applies.
 - d) Where multiple projects could present a workload issue with projects or applications already being processed or which the County has committed to undertake, the County will schedule a meeting with representatives from all impacted Municipalities for the purpose of determining priorities, with the objective of meeting the needs of all parties.
 - e) Where the parties agree that the County will undertake the project, the County will provide the Municipality with a proposed timeline to complete the project, and will advise the Municipality if it does not have the resources to meet the Municipality's requirements, in which case the parties will discuss best options to proceed, including one or both party adjusting priorities or the Municipality retaining a consultant to do all or part of the work.
4. **Shared Responsibilities –**
- a) Administrative support for planning matters shall be shared as determined between the parties with the general expectation that the County will provide notices of applications, meetings and decisions. All other administrative matters related to meetings and hearings will be carried out and resourced by the Municipality, including the position of Secretary-Treasurer of the Committee of Adjustment.
 - b) Technical and GIS data sharing -The County GIS data shall form the basis for issuing notices on planning matters, and the Municipalities will work to ensure local information is kept current and shared with the County on a regular basis. The County will work with the

Municipalities on system upgrades and all parties will work to ensure electronic data and systems are procured with the expectation that County and Municipal systems will work together.

- c) Planner attendance at Municipal Offices -to the extent possible, the County agrees to make its planners available to meet with staff and members of council, as well as the public, in the Municipalities' offices, to share information and provide service to the public.

d) **Appeals to LPAT-**

- i) In the event a decision on a development application as outlined in 2c for which a planning report and recommendation has been prepared by the County for a Municipality is appealed to the LPAT, it shall be the responsibility of the Municipality to procure, instruct and pay for counsel. The County agrees that a planner will attend and provide evidence in respect of the matters at issue as they relate to the evidence in the planning report and related planning matters related to relevant planning documents. In the event the Municipality is called upon to retain external consultants as determined necessary by instructing legal counsel, the Municipality will undertake and pay for such consultants.
- ii) Where the County is also a party to the appeal, the Municipality and the County may elect to retain counsel and experts jointly and divide costs accordingly.

5. **Communications**-the parties support the two-way communication for mutual benefit, and agree as follows:

- a) The County will share with the Municipalities any information it receives from the Province regarding proposed changes to Provincial plans or policy statements, new legislation or regulations including timelines to comment on them, that have the potential to impact planning within the County and the Municipalities.
- b) Where appropriate to do so and as time allows, the County will provide an opportunity for the Municipalities to provide a local perspective to the impact of such change and /or provide an opportunity to work together on a common approach to reporting such matters to the respective councils.
- c) Where appropriate to do so and as time allows, the Municipalities will likewise bring to the attention of the County and provide an opportunity for the County to provide a perspective to the impact of such change and /or provide an opportunity to work together on a common approach to reporting such matters to the respective councils.
- d) The County and the Municipality agree to share annually and more often if appropriate, workplans for land use planning policy and project development for the upcoming years to ensure that resources are appropriately allocated and to allow the County to be responsive to local needs for special projects and reviews and to ensure the municipalities are aware of any special projects that the County has decided to undertake. Opportunities for joint participations will be explored and encouraged where appropriate.

6. **Costs of County Planning Services-** The parties agree that the County will:

- a) Be solely responsible for determining fees for planning services provided by the County to third parties;
- b) For planning policy and special projects, charge-back to the Municipality a fee of not more than the cost of providing the services requested by the Municipality, including any external costs the County may have to incur in this respect.

7. **Term –**

- a) The term of this Agreement is five years, and after the fourth year the parties will discuss its renewal;
- b) In the event one of the parties wishes to terminate this Agreement before its expiry, that Municipality will provide a minimum of one year's notice to the County, and will reimburse the County for all costs related to providing the necessary transfer of data to the Municipality. The County will likewise provide one year's notice and will pay costs associated with its decision, if the County determines it appropriate to terminate this Agreement.

DRAFT FOR DISCUSSION

Dated this _____ day of _____, 2020

Bruce County

The Corporation of the Municipality of Aran-Elderslie

Municipality of Northern Bruce Peninsula

Town of South Bruce Peninsula

Municipality of Brockton

Municipality of Kincardine

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